

LEAWOOD SOUTH TOWNHOUSE ASSOCIATION, INC.
AMENDED, REORGANIZED AND RESTATED DECLARATIONS

THIS Document amends, reorganizes and restates the Declarations and Bylaws of the LEAWOOD SOUTH TOWNHOUSE ASSOCIATION, INC., a Kansas corporation, and the fee Owners of certain of the following described real property, in Johnson County, Kansas:

Those portions of LEAWOOD SOUTH, a subdivision of land in the City of Leawood, Johnson County, Kansas as set forth below:

1. Area 1, Tract "E", LEAWOOD SOUTH, in the City of Leawood, Johnson County, Kansas, as described in the following Certificates of Survey prepared by Roger Lee Brenizer, Registered Land Survey and filed of record with the office of the Register of Deeds, (now known as Records and Tax Administration), of Johnson County, Kansas as follows:

<i>Document No.</i>	<i>Book</i>	<i>Page</i>
896914	226	596

2. Area 2, Tract "E", LEAWOOD SOUTH, in the City of Leawood, Johnson County, Kansas, as described in the following Certificates of Survey prepared by Roger Lee Brenizer, Registered Land Survey and filed of record with the office of the Register of Deeds, (now known as Records and Tax Administration), of Johnson County, Kansas as follows:

<i>Document No.</i>	<i>Book</i>	<i>Page</i>
909329	827	362

3. Area 3, Tracts "E" and "F", LEAWOOD SOUTH, in the City of Leawood, Johnson County, Kansas, as described in the following Certificates of Survey prepared by Roger Lee Brenizer, Registered Land Survey and filed of record with the office of the Register of Deeds, (now known as Records and Tax Administration), of Johnson County, Kansas as follows:

<i>Document No.</i>	<i>Book</i>	<i>Page</i>
925698	858	412abse

4. Tract "C", LEAWOOD SOUTH, FIRST PLAT in the City of Leawood, Johnson County, Kansas, as described in the following Certificates of Survey prepared by Roger Lee Brenizer, Registered Land Survey and filed of record with the office of the Register of Deeds, (now known as Records and Tax Administration), of Johnson County, Kansas as follows:

<i>Document No.</i>	<i>Book</i>	<i>Page</i>
935825	877	261

5. Areas 1, 2, 3, AND 4, Tract "F", LEAWOOD SOUTH, in the City of Leawood, Johnson County, Kansas, as described in the following Certificates of Survey prepared by Roger Lee Brenizer, Registered Land Survey and filed of record with the office of the Register of Deeds, (now known as Records and Tax Administration), of Johnson County, Kansas as follows:

<i>Area</i>	<i>Document No.</i>	<i>Book</i>	<i>Page</i>
1	960383	923	281
2	971329	943	648
3	984444	969	435
4	997522	994	528

6. Areas 5, 6, 7, 8 and 9, Tract "F", LEAWOOD SOUTH, SECOND PLAT in the City of Leawood, Johnson County, Kansas, as described in the following Certificates of Survey prepared by Roger Lee

Brenizer, Registered Land Survey and filed of record with the office of the Register of Deeds, (now known as Records and Tax Administration), of Johnson County, Kansas as follows:

<i>Area</i>	<i>Document No.</i>	<i>Book</i>	<i>Page</i>
5	1015199	1029	5
6	1022509	1043	742
7	1024211	1046	991
8	1028472	1055	359
9	1040774	1079	114

7. Areas 10, 11, 12, 13, 14, and 15, Tract "F", LEAWOOD SOUTH, SECOND PLAT in the City of Leawood, Johnson County, Kansas, as described in the following Certificates of Survey prepared by Roger Lee Brenizer, Registered Land Survey and filed of record with the office of the Register of Deeds, (now known as Records and Tax Administration), of Johnson County, Kansas as follows:

<i>Area</i>	<i>Document No.</i>	<i>Book</i>	<i>Page</i>
10	1053705	1105	55
11	1053702	1105	50
12	1054686	1107	19
13	1056344	1110	580
14	1056346	1110	583
15	1063212	1124	656

8. Areas 16, 17, 18, 19, 20 and 21, Tract "F", LEAWOOD SOUTH, SECOND PLAT in the City of Leawood, Johnson County, Kansas, as described in the following Certificates of Survey prepared by Roger Lee Brenizer, Registered Land Survey and filed of record with the office of the Register of Deeds, (now known as Records and Tax Administration), of Johnson County, Kansas as follows:

<i>Area</i>	<i>Document No.</i>	<i>Book</i>	<i>Page</i>
16	1067744	1133	760
17	1073927	1144	115
18	1090688	1179	986
19	1103776	1206	603
20	1125333	1250	574
21	1178482	1361	840

The above-described real property is referred to as (the "Real Property")

WITNESSETH THAT:

WHEREAS, STATE DEVELOPMENT CORPORATION, INC., AND KENNETH P. HUNTER, INC., developed said Real Property as a multifamily residential district and its grantees, the present fee Owners and LEAWOOD SOUTH TOWNHOUSE ASSOCIATION, INC., desire to provide for the maintenance of a residential neighborhood possessing features of more than ordinary value to a residential community, and

WHEREAS, neither State Development Corporation, Inc., nor Kenneth P. Hunter, Inc., nor any other early developer, including Central Estates, Inc., and Kroh-Moffitt Development Company, Inc., have any further interest in the Real Property forming the subdivision and neither is an interested party in any of the documentation with respect thereto and, in particular, these presents, and

WHEREAS, certain predecessors in title to the current fee title holders to the said Real Property have filed various Declarations and other documents of Record, containing various Covenants, restrictions, reservations, Easements, and other matters affecting the use and enjoyment of the said Real Property, a list of which documents is attached hereto as Exhibit A, and incorporated herein, and

WHEREAS, a document entitled 2006 Leawood South Townhouse Association Declaration and Bylaws (the "2006 Declarations") amended the document recorded as B200312, P007124, in the Office of the Johnson County Kansas Register of Deeds, which document and others not listed were amended and restated in their entirety in the 2006 Declarations by vote of a majority of the voting members at a meeting duly called and held, and

WHEREAS, the undersigned, by these presents desire to combine all said documents, listed on Exhibit A, and others which may not be listed but applicable, into one document, and thereby to amend and fully restate same, and to that end set forth the provisions herein.

NOW, THEREFORE, in consideration of the premises and for the purpose of establishing a mechanism whereby Leawood South Townhouse subdivision and the Real Property may be, and remain an outstanding and prestigious residential area, the undersigned Owners and Leawood South Townhouse Association, Inc., in the aggregate owning more than fifty percent (50%) in area of the Real Property subject to the said Declarations being amended, listed on Exhibit A, pertaining to the above described Real Property, and who in the aggregate could cast at least fifty percent of the votes at a meeting of the Association, do hereby amend said Declarations in certain respects, and do fully restate them, as amended, as follows:

ARTICLE I

THE LAND

The legal description of the land constituting the Townhouse Property, located in the City of Leawood, Johnson County, Kansas is attached hereto at Exhibit A.

ARTICLE II

DEFINITIONS

Section 1. "Absentee Ballot" means a form of voting without being present at the meeting. Votes cast by absentee ballot must be included in the tally of a vote taken at that meeting. *[Conforms with K.S.A. 58-4602 (a), (b)(4).]*

Section 2. "Advanced electronic communication" shall mean an alternate process of communication to allow one or more Unit Owners or Directors to participate in meetings of Unit Owners or Directors utilizing electronic means such as telephonic, video, or Other Conferencing Process, if the alternative process is consistent with subsection (g) of K.S.A. 2014-Supplement 58-4612. *[Conforms with K.S.A. 58-4612].*

Section 3. "Appurtenance"/"Appurtenant" shall mean and refer to those portions of the exclusive Common Area property that adjoins an individual Unit. Such portions shall be, but need not be limited to, the yard areas, entrance walks, and driveways.

Section 4. "Arbitrary or Capricious" means doing something according to one's will without consideration of the relevant facts.

Section 5. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Leawood South Townhouse Association, Inc., as filed with the Secretary of the State of Kansas on November 8, 1971.

Section 6. "Assessment/Annual Assessment" means the sum attributable to each Unit and due to the Association pursuant to the budget adopted under K.S.A. 58-4620, and amendments of the same. *[Conforms with K.S.A. 58-4602 (a).]*

Section 7. "Association" shall mean and refer to Leawood South Townhouse Association, Inc., a Kansas not-for-profit corporation, comprised of its Owners, their successors or assigns. *[Conforms with K.S.A. 58-4602 (b).]*

Section 8. "Association Property" shall mean all alleys, drives, sidewalks, parking lots, recreational areas, ornamental areas and other lands within the District, together with all improvements on them, which may now or hereafter be conveyed to either the Leawood South Townhouse Association, Inc., except parcels specifically deeded to Unit Owners.

Section 9. "Board of Directors/Board" shall be the elected body, designated in the Declaration or Bylaws, which has power to act on behalf of the Association and having its normal meaning under Kansas' corporate law. *[Conforms with K.S.A. 58-4602 (c).]*

Section 10. "Board Resolution" shall mean each action, policy or program, including without limitation the formation of any committee, which the Board intends to be the action of the Association, shall be made by a formal Resolution duly voted on by the Board of Directors.

Section 11. "Bylaws" shall mean and refer to the Bylaws of Leawood South Townhouse Association, Inc., attached hereto as Exhibit "B" that contains the procedures for conduct of the affairs of the Association. *[Conforms with K.S.A. 58-4602 (d).]*

Section 12. "City" means the City of Leawood, Kansas

Section 13. "Common Area" shall be an inclusive term referring to all General Common Area and Exclusive Common Area not owned individually by Unit Owners, but in which an indivisible interest is held for common use and enjoyment by all Unit Owners, generally including the grounds, walks, decks, patios, and parking areas. The Common Area owned by the Association at the time of this writing is that shown on the survey of Leawood South Townhouse Association as is filed of Record in the office of the Register of Deeds in the Records and Tax, of Johnson County, Kansas. *[Conforms with K.S.A. 58-4602 (e).]*

Section 14. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable Reserve Account, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and Articles of Incorporation of the Association.

Section 15. "Common Interest Community" means the real estate described in the Declaration with respect to which a Person, by virtue of the Person's Ownership of a Unit, is obligated to pay for a share of, maintenance, or improvement of, or services or other expenses related to, common elements, or other real estate described in the Declaration. For purposes of this paragraph, Ownership of a Unit does not include holding a leasehold interest. *[Conforms with K.S.A. 58-4602 (f).]*

Section 16. "Covenant" shall mean an agreement to abide by the Declarations, Bylaws and Rules of the Association as a condition of membership in the Association as agreed in taking title to the property. *[Conforms with K.S.A. 58-4608 (a)(6)(A-C).]*

Section 17. "Declarant" means Leawood South Townhouse Association, Inc., a Kansas not-for-profit corporation, comprised of its Members, and their successors and assigns. *[Conforms with K.S.A. 58-4602 (g).]*

Section 18. "Declaration" means this instrument, by which the Townhouse Property is hereby submitted to the provisions of the Townhouse Act, as amended, and the Uniform Common Interest Owner Bill of Rights Act, and the Townhouse Property is subjected to the restrictions, Assessments and Easements set forth in the Declarations and Bylaws. *[Conforms with K.S.A. 58-4602 (h).]*

Section 19. "Designated Alternate" shall mean a Person who has been designated by an Owner to act for that Owner, as may be provided and authorized in the Bylaws of the Association. Designated Alternates shall be counted for quorum purposes.

Section 20. "Directed Proxy" shall mean the vote of the holder of the Proxy must be in a specific manner for a singular issue.

Section 21. "Director" shall mean a Person elected by the membership to participate in controlling or governing the affairs of the Association.

Section 22. "District" as used in this Declaration shall mean all, but not limited to, Real Property subject to the Leawood South Declaration, as amended, supplemented and restated and described in Exhibit A. as recorded in the Johnson County, Kansas, Office of the Register of Deeds

Section 23. "Due Date" for the payment of any installment of the annual assessment means the first (1st) day of each calendar month, except that special one-time Assessments may have their own due date.

Section 24. "Easement" shall mean and include certain rights to use the real property of another without possessing it for the limited purpose for which the Easement was granted.

Section 25. "Electronically Signed/Electronic Signature/e-Signature" shall mean any electronic means that indicates either, that a Person agrees to the contents of an electronic message, for example an E-mail, or that more broadly the Person who claims to have written a message is the one who wrote it and adopts the intentions recorded in the document.

Section 26. "Eligible Owner" means any Owner whose voting rights and Common Area rights are not suspended.

Section 27. "Fee Simple" shall mean and refer to an Ownership interest in real property, though it is limited by government powers, and it could also be limited further by certain conditions in the deed or in the Declarations and Bylaws of any Common Interest Ownership Association that governs the property.

Section 28. "Fiscal Year" means years starting on October 1 and ending on September 30 of the succeeding year.

Section 29. "General Common Area" shall mean all real and personal property that the Association now or in the future owns or otherwise holds for the common use and enjoyment of all Owners, including any and all Easements granted to the Association.

Section 30. "General Funds" means those funds used to account for all assets and liabilities of the Association except those particularly assigned for other purposes in a more specialized fund designated for special uses such as Reserve Funds.

Section 31. "He, Him, His" All pronouns shall be interchangeable between masculine, feminine or neuter, and the singular may be substituted to reflect the plural, all so as to fit the context of the provision under analysis.

Section 32. "Indemnification" shall mean to provide security for financial reimbursement to an individual in case of a specified loss incurred by the Person.

Section 33. "Limited Common Elements" shall mean a portion of the common elements allocated for the exclusive use of one or more but fewer than all, Unit Owners. The Occupant of a Unit assigned a limited common element can refuse to allow anyone else to enter, use, or alter it under most circumstances, just as though it was part of the Unit itself. Examples would be decks, patios, porches, doorsteps, fenced areas, driveways, and walks. The driveway servicing the garages of Building Four (4) is a Limited Common Element. *[Conforms with K.S.A. 58-4602 (i).]*

Section 34. "Lot" shall mean and refer to the land that lies beneath the perimeter of a Living Unit shown upon any recorded subdivision survey or map of the properties, including any improvements, with the exception of the Common Area. Shall be synonymous with "Parcel of Land."

Section 35. "Majority" shall mean more than fifty (50) percent of those votes of the Owners represented in Person, by Designated Alternate, or by Proxy at a meeting at which a quorum is present or represented by the total number of ballots received.

Section 36. "Majority of all Unit Owners" means more than fifty (50) percent of the total votes of all Townhouse Units in the District.

Section 37. "Member" shall mean and refer to a Person, or legal entity entitled to membership in the Association as provided in the Declarations **and shall be synonymous with Owner.**

Section 38. "Mortgage" shall mean and refer to a Mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 39. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 40. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 41. "Non-binding Alternate Dispute Resolution" means a form of resolution short of legal proceedings that may help disagreeing parties settle a dispute themselves without the need for a trial, usually taking the form of mediation or arbitration. In mediation, a third party hears the parties and helps them communicate in an effective and nondestructive manner. In arbitration, the arbitrator hears the arguments and evidence from both sides and makes a decision. If either party rejects the results, then they are free to initiate a lawsuit. *[Conforms with K.S.A. 58-4608 (3).]*

Section 42. "Occupant" means a Person lawfully residing in a Unit, regardless of whether or not that Person is a Unit Owner.

Section 43. "Other Conferencing Process" shall mean meetings of Unit Owners or Board of Directors to be conducted by telephonic, video, or Other Conferencing Process consistent

with subsection (g) of K.S.A. 58-4612, and any amendments to it if such processes are allowed and described in the Bylaws of the Association.

Section 44. "Owner/Unit Owner" shall mean the Owner of Record, as recorded in the Office of the Register of Deeds of the Records and Tax Division of Johnson County, Kansas, whether one or more Persons or entities, of the Fee Simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and shall be synonymous with Member. If a Unit is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors the lessee (rather than the fee Owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Association. *[Conforms with K.S.A. 58-4602 (o).]*

Section 45. "Parcel of Land" shall mean and refer to the land that lies beneath the perimeter of a Living Unit shown upon any recorded subdivision survey or map of the Properties, including any improvements, with the exception of the Common Area. Shall be synonymous with "Lot".

Section 46. "Permanent" shall mean, in regard to play equipment, affixed to the ground or a structure in a manner that renders it readily immovable.

Section 47. "Person" means an individual, corporation, estate, trust, partnership, Limited Liability Company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity. *[Conforms with K.S.A. 58-4602 (j).]*

Section 48. "Plats" means the plats, plats of survey, certificates of survey or re-plats of various parts of the Townhouse Property filed from time to time with the Recording Office, as required or permitted by the Townhouse Act.

Section 49. "Privacy Area" shall mean a portion of a limited common element allocated for the exclusive use of one Unit Owner that is enclosed by a fence, wall or other boundary. Examples would be decks, patios, porches, and fenced areas. *[Conforms with K.S.A. 58-4602 (i).]*

Section 50. "Proxy" means an agent or substitute authorized to act for another Person or a document that authorizes the agent to act on their behalf. *(Search for directed, undirected, Proxy for quorum, and Designated Alternate under their own section) [Conforms with K.S.A. 58-4614 (a).]*

Section 51. "Quorum of Committee" means the number of Committee members who must be present in order for Committee business to be legally transacted.

Section 52. "Quorum of Directors" means the number of Directors who must be present in order for Director's business to be legally transacted.

Section 53. "Quorum of Members" means the number of Voting Members who must be present in order for business to be legally transacted. Properly filed Proxies and Designated Alternates are to be identified and counted for Quorum purposes.

Section 54. "Record" used as a noun, means information that is kept in writing or some other permanent form, including electronically. *[Conforms with K.S.A. 58-4602 (k).]*

Section 55. "Removal" shall mean the act of voting to relieve a Person of the duties and powers of holding office.

(a) Moneys that the Board has identified for use to defray the future repair or replacement of, or additions to, those major components that the Association is obligated to maintain.

(b) The funds received, and not yet expended or disposed of, from either a compensatory damage award or settlement to the Association from any insurance or personal proceeds received for repair or replacement of casualty losses to any Unit/Units, or award or settlement to the Association for injuries to property, real or personal, arising from any construction or design defects. All such funds shall be separately deposited and itemized from funds described in subdivision (a) and the General Funds.

Section 57. "Resolution" shall mean a formal expression of opinion, will, or intent voted by the Board of Directors.

Section 58. "Restriction" shall mean a guideline, policy, or procedure of the Association which is set forth in the Declarations or Bylaws enacted by the Membership.

Section 59. "Rule" shall mean a guideline, policy, procedure, or restriction of the Association promulgated by a Resolution of the Board of Directors which is not set forth in the Declarations or Bylaws but which governs the conduct of Persons or the appearance of property. *[Conforms with K.S.A. 58-4602 (k).]*

Section 60. "Single Family Residence" shall mean one or more Persons occupying premises and living as one housekeeping Unit, as distinguished from a group occupying a boarding and lodging house, fraternity or sorority house, a club, hotel or motel. *[Conforms with K.S.A. 58-4602 (l).]*

Section 61. "Special Assessment" shall mean and refer to Assessments levied in relation to unforeseen Common Expenses of the Association, or for levies and liens against an Owner who is delinquent in payment of maintenance costs paid by the Association, or for fines assessed by the Association for violations of Covenants expressed in the restrictions or Rules. *[Conforms with K.S.A. 58-4620 (b), (c)]*

Section 62. "Suspension" shall mean the status of Occupants of a Unit being denied use of an area or participation in a particular activity, examples of which are use of General Common Area, but not Exclusive Common Area, or voting on issues regarding Assessments.

Suspensions are Board of Director actions carried out due to failure of an Owner to pay Assessments in a timely manner or for violations of Covenants contained in the Declarations, Bylaws or Rules. *[Conforms with K.S.A. 58-4608 (5).]*

Section 63. "Townhouse" means a physical portion of Leawood South Townhouse Association, Inc. constructed upon a Unit Owner's Lot, designated for separate Ownership for single-family occupancy.

Section 64. "Townhouse Act" means K.S.A. 58-3701 through 58-3717, and amendments thereto which is commonly known as the Kansas Townhouse Ownership Act.

Section 65. "Townhouse Association Properties" or "Association Properties" shall mean and refer to all land within the district, together with all improvements which may now or hereafter be situated thereon, the use and benefit of which is dedicated to, set aside for, leased or conveyed to either the LEAWOOD SOUTH TOWNHOUSE ASSOCIATION, INC. (hereinafter referred to as the "Association" or "Corporation"), or in common to all the Owners within the district.

Section 66. "Undirected Proxy" shall mean the holder of the Proxy may vote in any manner on any issue at the specified meeting.

Section 67. "Uniform Common Interest Owners Bill of Rights Act, UCIOBORA" shall mean K.S.A. 58-4601 through 58-4614 and 58-4616 through 58-4623, and amendments thereto.

Section 68. "Unit" or "Living Unit" shall mean a portion of the Leawood South Townhouse Association, Inc. Properties, intended for the use and occupancy as an attached residence for a single family, and shall, unless otherwise specified, include townhouse Unit, (including garage), as designated by reference to a Parcel number on the deed to a Unit Owner.

Section 69. "Voting Member" shall mean and refer to that Owner of a fee interest in any Living Unit or that Owner's Designated Alternate or Proxy. Provided, however, when more than one Person holds such interest or interests in such Living Unit, all of such Persons shall be Members and vote for such Living Unit shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast for each Living Unit. If a legal entity, that entity shall provide a Resolution or like document signed by a duly authorized officer or Member of that entity, addressed to the Board of Directors giving notice of who has the right to cast a vote on behalf of that entity.

Section 70. "Without Prejudice" indicates the absence of a decision on the merits and leaves the parties free to litigate the matter in a subsequent action.

Article III

PURPOSES, MANAGEMENT AND MEMBER

Section 1. "Purposes" This Declaration is being made and entered into in order to amend and restate previous Declaration documents in a newly organized, comprehensive and comprehensible manner and to comply with the "Uniform Common Interest Owners Bill of Rights Act, UCIOBORA", K.S.A. 58-4601 through 58-4614 and 58-4616 through 58-4623, and amendments, and other Federal, State and City Laws and ordinances. Additionally, this Declaration is being made: to clarify the rights and duties of Unit Owners; powers, duties and

restrictions of the Board of Directors; to address potential areas of conflict and tension between Unit Owners, other Unit Owners, the Association, the Board of Directors, and Association Managers (if any); to promote and preserve the value of Units and the Common Areas; to preserve the health, safety, well being, and enjoyment of Unit Owners and Occupants; to establish a Townhouse Association to administer the Townhouse Association Property; to administer and enforce the restrictions, Covenants, reservations, conditions, Easements, and charges set forth in this document and the Bylaws of the Association; and to raise funds through Assessments and to allow the Association to accomplish these purposes. *[Conforms with K.S.A. 58-4601 (c).]*

Section 2. "Management and Membership" All Real Property in the district shall be under the management and control of the Association with due regard for the Property Rights and Owner Easements related to Real Estate to which an Owner holds title. Every Person or entity who is a Record Owner of a fee interest in any Parcel of Land upon which a Living Unit is constructed or to be constructed, shall be a Member of the Association; provided that any such Person or entity who holds such an interest merely as a security for the performance of an obligation shall not be a Member. However, if the entity holding that security interest shall come into legal or equitable title to any Unit, they shall at the same time become a Member in place of the previous Member. Subject to provisions in the Bylaws and any Rules adopted by the Association pertaining to the same, a Member of the Association may at any time and from time to time, permit His lessees, licensees, and invitees to use and enjoy Association Property.

ARTICLE IV

OWNER PROPERTY RIGHTS, PARKING RIGHTS, DELEGATION OF RIGHTS, AND EASEMENT OF ENJOYMENT

Section 1. Property Rights. Every Owner shall have a right to the control and enjoyment of the Lot and Unit and limited rights to the control and enjoyment of the Appurtenances adjoining His owned Lot and Unit as shown on the deed and survey in the Johnson County Records. These rights shall be subject to maintenance and other restrictions and requirements elsewhere in these declarations.

Section 2. Parking Rights. Driveways and parking pads adjoining Lots of individual Units are to be considered Exclusive Common Elements and reserved for the parking of the individual Unit Owners, their tenants, and guests.

Section 3. Delegation of Rights. Any Owner may delegate, in accordance with the Bylaws, His right of enjoyment to the Common Area and facilities, if any, to the members of His family, His tenants, or contract purchasers who reside on the property.

Section 4. Owner's Easement of Enjoyment. Every Owner shall have an Easement of enjoyment in and to the Limited Common Area, which is immediately appurtenant to His Unit and shall pass with the title to every Lot, subject to provisions and restrictions in the law and elsewhere in these Declarations.

ARTICLE V
ASSOCIATION EASEMENTS

Section 1. Utility Easements. Each serving utility is granted the right to keep, maintain, restore and repair any such line, conduit, facility and meter in its original location on the common ground within this district.

Section 2 Party Wall Easements. Each Living Unit within this District has at least one wall that is used in common with a Living Unit constructed on an adjoining Parcel of Land. On each division line between two parcels of land on which there is a common wall shared by two Living Units, there may be a privacy screen commonly serving the two parcels of land on whose division line such screen wall is located, which for these purposes is also classified as a common wall. Within the common walls between certain of the Living Units there may be installations of plumbing lines and vent stacks for plumbing and heating, and each Owner of the common wall shall have the right to maintain, restore and repair all such installations. For the benefit of the Owners of adjoining Living Units, there is created and established an Easement for party wall purposes over that part of any Parcel of Land on which any part of a common wall is situated, for the benefit of the Parcel of Land on which the remainder of such common wall is situated, with the right to maintain, restore and repair any such wall: provided however, that:

- a. The cost of maintenance, restoration or repair of any common wall, not necessitated by the negligent or intentional act of the Owner of either parcel served by such wall, shall be at the equal expense of each of such Owners.
- b. The cost of maintenance, restoration, or repair of any common wall necessitated by the negligent or intentional act of the Owner of a parcel served by such wall, shall be at the expense of such Owner to the extent not covered by insurance.
- c. If either Owner shall neglect or refuse to pay the cost of any such maintenance, restoration or repair rightfully chargeable to him, the other Owner may advance such cost, but he shall have a lien on the parcel of the other Owner for the amount so advanced.

Section 3. Easements for Minor Encroachments. In certain of the Living Units there may be fireboxes within fireplaces that extend beyond the party wall in which they are located into an adjoining Living Unit. If any portion (including fire boxes) of a Living Unit or other improvements as originally constructed encroaches on any other Parcel of Land, a valid Easement for said encroachment, and for the maintenance of the same, shall exist for as long as the encroaching Living Unit or other improvements remain standing. In the event that any Living Unit or other improvements as originally constructed are partially or totally destroyed, and then reconstructed, the minor encroachment on the other parcels of a Living Unit or other improvements as reconstructed shall be permitted, and a valid easement for said encroachment and maintenance of same shall exist.

Section 4. Roof Drainage Easement. An Easement is hereby granted for the purpose of draining surface water from the roof of a Living Unit through the gutters and downspouts of an adjoining Living Unit as necessitated by roof design.

Section 5. Creation of Additional Easements. The Association shall have and does reserve the right to locate, erect, construct, maintain and use, and authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines, television cables and other utilities, and to give or grant rights of way for easements therefor, over, under and upon any of the common grounds within the District.

ARTICLE VI

UNIT USES

[Conforms with K.S.A.58-4617.]

All Units in the District shall be Townhouses and such attached garages as may be necessary and desirable to service said Townhouses. No exterior structural additions, modifications, improvement or replacements shall be made without approval of both the City of Leawood, if required, and the Board of Directors. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping Unit, and uses customarily incidental thereto. Notwithstanding the foregoing: an Occupant keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit and also complies with all City ordinances), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

a. Delegation of Use. Any Owner may delegate, in accordance with these declarations, His right of enjoyment to the Common Area and Common Facilities to the members of His family, His tenants, or contract purchasers who reside in the Unit. Delegations shall be subject to the Owner not being suspended from this use for unpaid Assessments.

b. Common Areas and Elements, their Uses and Maintenance. The Common Areas and Common Elements shall be used in common by all Unit Owners and Occupants and their agents, guests and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, coming in, going out, use, occupancy and enjoyment of Units. Unless expressly provided otherwise in these documents, no Common Areas or Elements shall be used for any purpose other than the health, safety, welfare,

convenience, comfort, recreation or enjoyment of Unit Owners and Occupants. Among the various Common Areas and their uses are:

(1) General Common Areas, their Uses and Maintenance are those areas that are not owned individually by Unit Owners, but in which an indivisible interest is held by all Unit Owners, generally including the grounds not associated with a particular Unit. Maintenance shall be the responsibility of the Association and costs are shared equally among all Unit Owners.

(2) Exclusive Common Areas, their Uses and Maintenance. The Exclusive Common Areas are those areas associated with a particular Unit or number of Units, fewer than all, whose use shall be restricted to the use by the Owner or the Owners of the Unit/Units which they serve, generally including the grounds and planting areas associated with a particular Unit. Maintenance and costs are the responsibility of the Unit or Unit Owners served by those areas.

(3) General Common Elements, their Uses and Maintenance involve those portions of the property that are not owned individually by Unit Owners, but in which an indivisible interest is held by all Unit Owners, generally including, but not limited to, such improvements such as retaining walls, lighting, trees, shrubs, plantings and drainage ditches not associated with a particular Unit. Maintenance and costs are the responsibility of the Association and are shared equally among all Unit Owners.

(4) Exclusive Common Elements, their Uses and Maintenance are those portions of the property that are not owned individually by Unit Owners, in which an indivisible interest is held by all Unit Owners, but associated with a particular Unit or number of Units, fewer than all, whose use shall be restricted to the use of the Owner/Owners of the Unit/Units served by those elements. Examples are the rear driveway serving the seven Units in Building Four (4), front entrances, driveways, walks to Units, steps, porches, patios, decks, fences, screens, gates and similar improvements. Also included are water service laterals from water mains to the Unit and, sewer lines, and if they exist, sump pump or French drain outflowing lines or water sprinkler lines from Units. Maintenance of, and all costs of repair for those elements are the responsibility of the Unit Owners served by those elements.

ARTICLE VII

RESTRICTIONS

The Membership of the Association shall have the exclusive right to make reasonable Restrictions that shall be enumerated in these Declarations and Bylaws. Restrictions may be added, cancelled or changed only by Amendments to the Declarations and Bylaws at an Annual or Special Meeting of the Membership. The Board of Directors has the responsibility to enforce the Restrictions. *[Conforms with K.S.A.58-4609, 4610.]*

The Board of Directors of the Association shall have the right to make reasonable Rules and provide means to enforce such Rules as will enable it to carry out the provisions of this Declaration and its Bylaws. Such Rules shall be binding upon all Owners and Occupants until and unless overruled, cancelled or modified in a duly called regular or special meeting of the Association attended by a Quorum of Voting Members and by the vote

[Conforms with K.S.A.58-4617.]

If any portion of these restrictions is less restrictive than applicable Federal, State, or County Law or Leawood City ordinances, the Law or ordinances will govern in the order as listed. *[Conforms with K.S.A.58-4617.]*

SECTION 1. Discrimination/Handicapped Accommodation. The Association or its Board shall take no action at any time that in any manner would unlawfully or unfairly discriminate against any Unit Owner in favor of another or deny reasonable accommodation for handicapped Persons. In addition, regardless of any provision in the Declarations or Bylaws or any Rule or regulation, the Board shall make reasonable accommodation if necessary to afford handicapped Persons equal opportunity to use and enjoy the Common Areas and make reasonable accommodation for variances for the coming in and going out from an owned or occupied Unit, provided that nothing contained in this accommodation shall be construed to mean or imply that any such accommodation be at any cost to the Association.

SECTION 2. Visible Areas of the Units

a. Building Material Requirements. Maintenance, repair and reconstruction of Living Unit's exterior shall be done in accordance with the architectural plans under which the buildings were originally constructed.

b. Exterior structures. No exterior structural additions, modifications, improvements or replacements shall be made without approval of the City, if required, and the Board of Directors. No garage shall at any time be used for human habitation, nor shall any structure or outbuilding of a temporary character (other than such as may be necessary for maintenance or reconstruction) be erected on any of said property. Reasonable variances may be granted on written approval of the Board of Directors or its designated committee or agent.

c. Awnings and /or Sunshades. A written approval from the Board of Directors is required for the addition of awnings or any type of shading structures. To obtain this approval the Owner must submit a written request including a description and drawings of the addition for the Board's consideration or its designated committee or agent, (if any).

d. Antennas. In compliance with the Federal Communications Commission (FCC) 1996 adopted rules for Over-the-Air-Reception Devices, ("Otar" Rules), exterior radio or television antennas, satellite dishes or devices for the reception or transmission of radio or television or other electronic signals may be installed or

maintained on an Owner's Unit. The Board of Directors may impose certain restrictions when safety is a concern. The Board may also restrict proactively, by Rule or regulation, the location of the installation as long as it does not create an unnecessary delay in installation, affect the reception or transmission of signals, or increase the cost of installation. *[Conforms with Sec. 207 Telecommunications Act of 1996, FCC "OTARD RULE" and any amendments.]*

e. Trees. Trees shall only be planted or removed with prior written approval of the Board of Directors or its designated committee or agent.

f. Plantings and Landscaping. Owners of each Unit shall be responsible for the care, (including watering, when not restricted by city regulation), removal and replacement of foundation plantings and landscaping immediately adjacent to the perimeter of patios, fences and retaining walls. If, after notification of deficiencies, the Unit Owner fails to be responsible for the plantings and landscaping, the Board of Directors or its designated committee or agent may employ a landscaping maintenance firm to satisfy those deficiencies. The cost of these services will be paid through a Special Assessment levied to the Unit Owner. Prior written approval of the Board of Directors or its designated committee or agent, shall be required for new landscaping or plantings in areas other than those described above.

g. Driveways and Walks. Driveways shall be concrete. Walks and patios shall be concrete, exposed aggregated concrete or brick pavers. No asphaltic materials or surfacing shall be allowed. The parking areas and drive serving the seven (7) Living Units in Building No. 4 East of Overbrook Road, comprising Tract "C": as set forth in Certificate of Survey No. 935825, may be of asphaltic construction as originally installed.

h. Fences. All existing enclosures and privacy fences shall be maintained, repaired, or replaced as needed by the Owner of the Unit to which it is appurtenant, in kind, or in accordance with designs approved by the Board of Directors. Materials are to be cedar, pressure treated lumber, redwood, brick, wrought iron or other materials as approved by the Board of Directors. Prior approval by the Board of Directors or its designated committee or agent shall be required for replacement of Fences.

i. Roofs. Roof areas over Living Units and garages shall be repaired or replaced with like roofing material or with number 1 grade cedar wood shake shingles or with laminated composition-roofing shingles. Due to fire safety concerns and the increasing reluctance of Insurance Companies to insure wind and hail vulnerable roofing materials, the use of wood shingles is discouraged. If laminated composition roofing shingles are used, prior written approval of the Board of Directors or its designated committee or agent must be obtained as to the color, type and style and, in addition, Unit Owner must comply with the provisions of the subparagraph below. Provided further, if a Unit Owner desires to install laminated composition roofing shingles and is the first Owner in the building to do so, the Owner must obtain the agreement of the majority of the other Unit Owners in the contiguous Units of the building and all said Unit Owners in the building must agree, in advance, by such

written documentation, as is approved by the Board of Directors of the Association, to replace the roof of their respective Unit in like manner, when they replace the roof of their Unit in the future. Future purchasers of said units shall be held to this agreement as noted in ARTICLE XX COVENANTS RUNNING WITH THE LAND.

Installation of laminated composition-roofing shingles must meet all of the following requirements:

- Architectural shingles with shadow lines and/or relief imitating a wood shingle or wood shake.
- Installed with sheet metal valleys and flashing.
- Installed with preformed ridge shingles.
- Minimum of five (5) color blend granules.
- Have the appearance and color range of natural weathered cedar shingles or weathered cedar shakes as follows:
- Placed on solid decking. All existing roofing materials shall be removed to the stringers and/or 1" x 4" wood members.
- Minimum thickness 3/16 inch measured at exposed butt end of overlap creating shadow line or individual thickness of the ply of roof material.
- U.L. Class A fire rated material.
- Minimum of 330 lb./square.

j. Painting. The exterior of Living Units within one (1) contiguous structure shall be painted with the same color scheme. Every effort shall be made to repaint all of the Units at the same time. Any contemplated change of the existing color scheme for a building must have the prior written approval of the majority of the Owners within the building and must be submitted to the Board of Directors for their prior written approval.

k. Flags and signs. The right of a Unit Owner or Occupant to display the flag of the United States and/or the flag of the State of Kansas, not inconsistent with Federal or State law shall not be violated. Owners or Occupants of Units may display signs regarding candidates for public or Association office or ballot issues. They may also display "For Sale," "For Lease", For Rent," "Open House," signs placed either by Realtors or by Owners, provided that any such signs must comply with the ordinances, codes and regulations of the City of Leawood (which are currently that any such signs must be set back not less than five (5) feet from the curbing). Additionally, Owners and Occupants may erect small and unobtrusive security, garden and seasonal signs if placed within a Privacy Area, foundation-planting areas, or upon fences or building walls, but not on general common grounds. The Board of Directors shall have the power to make reasonable Rules limiting the size, number, and time periods for display of such signs as long as they don't conflict with Federal, State or City Law. The Board of Directors shall also shall have the power to make

reasonable Rules limiting the placement of other signs and flags that are not inconsistent with Federal or State laws or City Law. *[Conforms with K.S.A. 58-4817 and Article 16-4-5.14 of the Leawood Development Ordinance: Temporary Signs.]*

l. Play equipment. Permanent installation of play or playground equipment, including basketball goals is not permitted. Inflatables are prohibited from general common areas.

m. Animals. Except as provided in this Declaration or the Bylaws, no animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. However, common household pets not bred or maintained for commercial purposes on the premises may be maintained in a Unit, provided that the maintenance of these animals shall be subject to Leawood City Ordinances as described in the Code of the City of Leawood, Kansas. Currently that ordinance limits the number of animals to two (2) dogs and/or two (2) cats. Any questions or complaints regarding Ownership of animals or nuisances created by harboring animals in the District shall be properly directed to the Animal Control Department, (913) 339-6700 Ext. 322. **For incidents involving immediate animal threats to health or safety call 9-1-1.** *[Conforms with Code of the City of Leawood, KS, Chapter II, Leawood City Ordinance 1796C; 05-17-99.]*

n. Firewood. Firewood shall be stored only on front back decks or patios, not on common ground. Firewood should be screened from view of the street or other Units. To avoid insect, and termite infestation of Units, firewood should be separated from wood structures such as buildings, fences and decks by adequate air space in all directions or an impervious barrier. Firewood should not be stored in Units or garages.

o. Offensive Activities; Trash. No noxious or offensive activity shall be carried on with respect to any Unit, or upon the Common Areas; nor shall any Unit or Common Area be used in any way or for any purpose that may endanger the health of or unreasonably disturb any Occupant. No trash, refuse or garbage may be allowed to accumulate in the Common Area appurtenant to a Unit, and no trash or recyclable container shall be placed outside a residence more than 12 hours prior to or after the day for regularly scheduled trash collection. *[Conforms with K.S.A. 58-4617, and Leawood City Code Chapter VIII, Health and Welfare.]*

p. Garages, Vehicles and Parking, Violation Policy

(1). As a safety measure, in particular, and secondarily a matter of enhancing curb appeal, Occupants are encouraged to keep garage doors closed at all times except when necessary for Persons or vehicles to move out or in, or while the garage is attended.

(2). Unlicensed or Inoperable motor vehicles are prohibited, except in an enclosed garage.

(3). Leawood City Ordinances comprehensively address the parking and storage of vehicles. Owner and occupant complaints regarding vehicles and parking should be directed to the Leawood Police Department. As further and more limiting restrictions to which Owners must agree to abide, no truck, airplane, boat, boat trailer, trailer, house trailer, motor home, fifth wheel or other vehicle may be stored upon driveways or any of the other property in the District except in an enclosed garage. For the purpose of the previous sentence, "other vehicles" does not include vehicles licensed as automobiles. Provided, however, vehicles used by tradesmen are given exception during such limited time as such truck or vehicle is being used during working hours while said tradesmen are working on a Townhouse or its Exclusive Common Area or Exclusive common element. Owners or Occupants or visitors who have recreational vehicles shall be permitted to park on driveways appurtenant to the Owner's Unit for no longer than two (2) twenty-four (24) hour periods in any month commencing at the time that the particular vehicle is first parked at any location within the District as long as such parking does not violate any Leawood Ordinances. Provided, further, visitor's vehicles licensed as automobiles may be parked upon driveways of the Unit Owner or Occupant for so long as they are visiting that Unit Owner or Occupant. *[Conforms with Leawood Development Ordinance 16, Article 4.]*

(4). No vehicle from one Unit shall park on the driveway servicing another Unit without the consent of the Owner of that other Unit. No vehicle shall be parked so as to block the coming in or going out of vehicles from another Unit.

(5). Vehicles are prohibited from being parked on the grass. *[Conforms with Leawood Development Ordinance 16, Article 4.]*

(6). If any Owner or Occupant observes violations of the above restrictions they are encouraged to document their complaint and report it to the Leawood City Police Department whose current number is 913-642-5555.

ARTICLE VIII
VOTING RIGHTS, SUSPENSION OF VOTING RIGHTS, AUTHENTICATION,
AND ACCESS TO RECORDS

SECTION 1. VOTING RIGHTS Each Member of the Association who is the Owner of a fee interest in any Living Unit shall have one vote for each such Living Unit which he owns and for which he is not delinquent (as defined in **ARTICLE XV**) in the payment of any Association Assessments. Provided, however, when more than one Person holds such interest or interests in such Living Unit, all of such Persons shall be Members and the vote for each such Living Unit shall be exercised as they, among themselves, shall determine, but in no event shall more than one (1) vote be cast for each Living Unit.

a. Proxies. Voting Members may vote by Proxy in elections of Directors, on Declaration and Bylaws issues, or any other issue requiring a vote of the membership. A Proxy is valid only for the meeting at which it is cast, must be dated and not revocable. The Proxy must bear an original signature or if Electronically Signed coming from the Voting

Member's email address. A Proxy may be directed, meaning the vote by the holder of the Proxy must be in a specific manner for a singular issue. It may be undirected, meaning the holder of the Proxy may vote in any manner on any issue at the meeting. It may be for Quorum purposes only meaning the holder of the Proxy must be present but must abstain from all votes. If an Undirected Proxy, one Proxy holder may not cast an Undirected Proxy or Proxies representing more than 15% of the votes of the Association.

b. Designated Alternates/Alternate. A Voting Member may vote through a Designated Alternate in elections of Directors, on Declaration and Bylaw issues, or any other issue requiring a vote of the membership, if a Designated Alternate Form has been filed with the Secretary in advance of the meeting at which the vote will be taken. This designation allows for the Alternate to vote in place of the Voting Member at any meeting at which the Voting Member does not appear. The Alternate of a Voting Member may cast a Proxy if the voting Member does not appear at a meeting and has not cast a Proxy.

SECTION 2. SUSPENSION OF VOTING RIGHTS. The Association shall have the power to suspend the voting rights and the right to use of the General Common Areas by an Owner for any period during which any assessment against His Lot remains unpaid; and, for a period not to exceed 60 days, for any infraction of its published Rules and regulations. Nothing in this provision shall be construed to prevent an Owner, His tenants or visitors from the normal coming and going from his Unit or use of the Exclusive Common Areas or Exclusive Common Elements of his Unit or for use of the General Common Area in an emergency.

SECTION 3. AUTHENTICATION Each Unit Owner must establish the authenticity of his Ownership of his Unit by such means as is determined by the Board of Directors, before casting a vote at any meeting of the Association at which a vote will be taken.

SECTION 4. ACCESS TO RECORDS. Every Unit Owner or their agent shall have reasonable access to the Records of the Association as shall be described in the Bylaws of the Association. *[Conforms with K.S.A. 58-4616]*

ARTICLE IX

ANNUAL AND SPECIAL MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING. An annual meeting of the Members shall be held on the fourth Wednesday in the month of October of each year at such time and location as fixed by the Board of Directors, or on such other date as may be fixed by the Board of Directors and designated in the notice of the meeting, for the election of Directors and for the transaction of such other business as may properly come before the meeting.

SECTION 2. SPECIAL MEETINGS. A special meeting of the Members may be held upon the call of the President or of any five (5) Directors at any time, and must be called whenever the Secretary is so requested in writing by at least ten (10) percent of the Voting Members.

SECTION 3. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal

office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the District or as convenient thereto as possible and practical. *[Conforms with K.S.A. 58-4611.]*

SECTION 4. QUORUM. Except as otherwise provided in the Bylaws or in these Declarations, **the presence in Person, by Proxy or by Designated Alternate, of the Voting Members** representing twenty (20%) of the total vote of the Association shall constitute a quorum at all meetings, annual or special, of the Association membership. *[Conforms with K.S.A. 58-4613.]*

SECTION 5. BUSINESS CONDUCTED. The President, or in his absence the Vice President, shall preside over all meetings of the Association, and the Secretary or their designee shall keep the minutes of the meeting and record in a minute book, or other identifiable file, all Resolutions adopted at the meeting, as well as a record of all business transactions occurring at the meeting. For Annual Meetings, the order of business shall be as follows:

- Reading of the minutes of the last annual meeting of the Members and every special meeting held subsequent thereto;
- Report of the Board;
- Report of the Treasurer;
- Report of Committees, if any;
- Election of Directors;
- New Business;
- Unfinished Business.

For special meetings, the order of business shall be as set forth in the notice of the special meeting.

ARTICLE X

BOARD OF DIRECTORS

The Association shall have a Board of Directors, of not less than seven (7) or more than (9) in number, elected and authorized to act in accordance with the Law, and the Declarations and Bylaws of the Association. The Board of Directors shall have the power to manage and control all of the affairs of the Association, to act on any and all questions within the powers and duties granted to them under these Declarations and Bylaws and the Law, and to make all contracts necessary for the proper transaction of all business of the Association and to act and discharge responsibilities of the Board elsewhere herein provided .

ARTICLE XI

OBLIGATIONS FOR MAINTENANCE

SECTION 1. Maintenance by the Association. Subject to the maintenance obligations of the Owners as provided elsewhere herein, the Association shall maintain the Common Areas, the expense of which shall be an expense shared in common with all of the Owners through general Assessments. Such maintenance shall include maintenance of all green areas (lawns), flower gardens, shrubs, trees, plants, including replacement or changing when deemed appropriate by the Association, removal of snow and trash and maintenance and replacement of curbs, walkways, drainage and Common Areas lighting facilities and other facilities and accessories in and of the Common Areas.

SECTION 2. Maintenance by the Owners. The exteriors of all buildings, including walls, doors, windows, gutters, downspouts and roofs, shall be kept in good maintenance and repair by the Owner of the Living Unit. In the event of fire, windstorm, or other casualty causing damage to the exterior of a Living Unit, the Unit shall be promptly restored by the Owner in accordance with such procedures as are set forth to follow.

- No Living Unit shall be permitted to remain in a damaged condition longer than three (3) months.
- All driveways, patios and walks serving the Living Units, including the Limited Common Areas associated with that Unit must be maintained and kept in good repair by the Owners of the Living Units for which they serve.
- All existing wood enclosures and privacy fences shall be maintained, repaired, or replaced as needed by the Owner, or Owners.
- The care, removal and replacement of foundation plantings, and plantings and landscaping immediately adjacent to the perimeter of patios, fences and retaining walls shall be the responsibility of the Owner of each Living Unit.
- Provided further, the Living Units and the common ground adjacent thereto shall be used and maintained by the Owners in accordance with Article VII hereof, pertaining to Restrictions.

Other than as provided above, if any variations to the manner of repairing or replacing Unit building elements, or any part of the Common Area for which the Unit Owners are responsible for repairing or replacing, or variations of the materials used in doing so are desired by any Unit Owner, the Unit Owner shall make a request in writing to the Landscape and Architectural Committee for approval of the deviation requested. All such requests will be subject to review and final approval of the Board of Directors, whose decision shall be final and who shall, if approved, execute a written waiver describing the deviation.

ARTICLE XII

GENERAL POWERS AND DUTIES OF THE ASSOCIATION

SECTION 1. GENERAL POWERS AND DUTIES. In addition to the power granted by other portions of this Declaration, the Bylaws, or by law, the Association shall have the following powers to be exercised if, in the judgment of its Board of Directors, it is in the best interest of the Association to do so:

- to enforce in the name of the Association the provisions of this Declaration, the Bylaws of the Association, and any and all building or use restrictions, which may have been, or may be imposed upon any of the land in the District. Nothing herein contained shall be deemed to prevent any Owner from enforcing any building or use restrictions in His name;
- to provide for the plowing and removal of snow from sidewalks, walks and driveways if depth is three (3) inches or more and expected to remain on the surface for more than 48 hours. Removal of ice will not be provided by the Association.
- to care for, spray, trim, protect, remove, plant and replant trees along streets and common grounds. To plant, replant, maintain and care for all lawn areas on common grounds;
- to mow all lawns, pick up and remove loose materials, trash and rubbish of all kinds in the District, and to do any other things necessary or desirable in the judgment of the Board of Directors to keep the lawns and vacant property in the District neat in appearance and in good order;
- to provide for the collection and disposal of recyclables, household trash and rubbish within the District;
- to exercise such control over Easements as may be required;
- to acquire and own title to such real estate as may be reasonably necessary to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it;
- to budget for Common Expenses, and to levy and collect Assessments, both general and special, to defray the Common Expenses for the purpose of funding costs and expenses to carry out the intents and purposes of this Declaration and the Bylaws of the Association, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of the annual Assessments provided;
- to, in the discretion of the Board of Directors, engage a managing agent to perform such duties of the Association and of the Board of Directors as are deemed appropriate by the Board of Directors, and upon such terms as permitted in the Bylaws of the Association;
- to levy fines and take such other actions in order to more fully enforce this Declaration, the Bylaws, and Rules of the Association;
- To take all actions deemed by the Board of Directors of the Association, to be

necessary or desirable, in order to enforce this Declaration and the Bylaws of the Association, a copy of which is attached hereto as Exhibit B, as may be from time to time amended.

ARTICLE XIII

SPECIAL ASSESSMENT POWERS OF THE ASSOCIATION

SECTION 1. FAILURE TO PROPERLY MAINTAIN. If, in the judgment of the Board of Directors, the Owner of any Living Unit or Living Units should fail to properly maintain, repair and replace all such items of the building, improvements and grounds adjacent thereto, all as set forth in Article XI "Obligations for Maintenance", Section 2, the Association shall notify such Owner in writing, specifying that which is in need of maintenance. If such Owner fails to commence performance of such maintenance within thirty (30) days from the date of such notice, the Association shall have the power and right to perform such maintenance, including, but not limited to, the replacement or maintenance of landscaping, painting, restoration, repair and replacement of roofs, gutters, downspouts, exterior building items, driveways and walks. An Easement over and across all of the real property in the District is granted and conveyed to the Association, its successors and assigns, for the purpose of performing such exterior maintenance. The cost of such maintenance shall be paid through Special Assessments levied against the Living Unit or Units benefited thereby, and the real property on which the same are situated; such Special Assessments to be levied pursuant to the provisions set forth in this Section. *[Conforms with K.S.A. 58-4617 (c).]*

SECTION 2. FAILURE TO OBSERVE COVENANTS, CONDITIONS OR RESTRICTIONS.

If, in the judgment of the Board of Directors, the Owner of any Living Unit or Living Units shall fail to observe any Covenant, condition or restriction set forth herein, including, but not limited to, the Restrictions in ARTICLE VII, or set forth in the Bylaws, or Rules, the Association shall notify such Owner in writing specifying the act or neglect that is in breach of these Declarations, Bylaws or Rules. If such Owner fails to correct such breach within thirty (30) days from the date on the notice, the Association shall have the power and right to correct such breach by its own self-help; provided, however, if such failure is in the opinion of Board of Directors of such a condition or character that it is likely to cause injury, damage, or economic loss, to the affected Unit, or to a nearby Unit, or likely to cause bodily harm to other Persons or property, and the Owner does not respond with immediate action to remedy those risks, the Association shall immediately upon such determination be entitled to exercise the right of self-help to correct the condition. An Easement over and across all of the real property in the District is granted and conveyed to the Association, its successors and assigns, for the purpose of performing such actions. The cost of the performance by the Association to correct said breach shall be paid through a Special Assessment levied against the Living Unit or Units that caused the breach, and the real property in which the same are situated; such Special Assessments to be levied pursuant to the provisions set forth in this Section. *[Conforms with 58-4617 (c).]*

SECTION 3. LEVYING OF SPECIAL ASSESSMENT. Special Assessments for these purposes shall be in an amount equal to the cost of maintenance, repair and replacement, together with interest thereon at the maximum rate allowable under Kansas law or rate of ten percent

(10%) per annum, whichever is greater, as specified below, until paid, and shall become a lien upon said Living Unit and associated real property. The Association shall levy such Special Assessment by sending a written notice to the Owner of the Living Unit being assessed, first class postage prepaid, at such Owner's last known address. This notice shall state: *[Conforms with 58-4620 (b).]*

- the amount of the Assessment,
- the purpose of the Assessment,
- the date on which the notice was mailed,
- that the Assessment is due and payable thirty (30) days from the mailing of the notice.
- that the Assessment will become delinquent if not paid before it becomes due and payable,
- that delinquent Special Assessments will bear interest at the maximum rate allowable under Kansas Law or the rate of ten (10) percent per annum, whichever is greater,
- that the Owners will be liable for all interest on the amount of costs of collection, including reasonable attorneys' fees and expenses, and court costs, and,
- that the delinquent Assessment, interest due on that Assessment, and other costs and expenses will be enforced as a lien against the Living Unit and property assessed, that the Owner or Owners may be held jointly and severally Personally liable for said Assessment and other charges.

Such Special Assessments shall become a lien on the Living Unit and property, on the date on which the Special Assessment becomes delinquent.

SECTION 4. SPECIAL ASSESSMENTS IN CASE OF AN EMERGENCY. If the Board of Directors determines by a unanimous vote that a Special Assessment is necessary to deal with an emergency, the assessment can become effective immediately in accordance with the terms of the vote, without it being made subject to a vote of the Members. The Board of Directors may not thereupon use the funds generated by a Special Assessment for emergency purposes, for any other purpose than the terms for which the vote has been deemed necessary. *[Conforms with K.S.A. 58-4620 (c).]*

SECTION 5. ENFORCEMENT OF COLLECTION OF ASSESSMENTS. The Association shall be entitled to enforce collection of any assessment provided for above in accordance with the provisions of **ARTICLE XIII** including lien rights, the right to collect in addition to the interest specified, the costs of collection, reasonable attorneys fees and expenses (whether or not suit is brought), and court costs; provided that instead of the late fees provided in **ARTICLE XIII** the provisions for interest on the amount owed, as stated above, shall apply in lieu thereof. *[Conforms with K.S.A. 58-4621 (c).]*

The provisions for Special Assessments in this Section are not Exclusive, and not to be construed as preventing or limiting the powers of the Association to levy Special Assessments under ARTICLE XIV. Section 4, below

ARTICLE XIV

METHOD OF PROVIDING GENERAL FUNDS: ANNUAL AND SPECIAL ASSESSMENT

SECTION 1. ANNUAL ASSESSMENT FOR GENERAL FUNDS. For the purpose of providing a general fund to enable the Association to carry out those functions set forth in **Article III**, each Living Unit shall be subject to an Annual Assessment to be paid to the Association by the Owner thereof. All Living Units shall be assessed an equal amount for the Annual Assessment, regardless of their assigned Unit code or actual square footage. The Board of Directors of the Association shall fix the amount of the Annual Assessment yearly. The Annual Assessment may be increased or decreased during a particular year, after having been set for that year by the Board of Directors of the Association, at a special meeting of Members called for that purpose and of which notice is given, if at such meeting a Majority of the votes cast by the Members shall be cast in favor of such increase or decrease. *[Conforms with K.S.A. 58-4620 (b-c).]*

SECTION 2. ANNUAL ASSESSMENT DUE DATE. The Annual Assessments of the Association shall be due and payable on October 1 of each year. It will be the duty of the Association to give notice to all Owners on or before the Due Date of the amount of the Annual Assessment on each Living Unit owned by them which is subject to the Annual Assessment and the date when each Assessment is due. Failure of the Association to levy the Annual Assessment prior to October 1 of any year shall not invalidate any such Annual Assessment subsequently levied for that particular year, nor shall failure to levy an Annual Assessment for any one year affect the right of the Association to do so for any subsequent year. When the Annual Assessment is levied subsequent to October 1 of any year, then the first installment thereon shall become due and payable not later than thirty (30) days after the date of Notice of the levying of the Assessment by such means as the Board of Directors shall direct. *[Conforms with K.S.A. 58-4620.]*

SECTION 3. ALTERNATIVE ASSESSMENT BY PERIODIC INSTALLMENTS. By action of the Association, and with written notification of the Treasurer of the desire to do so, the Annual Assessments levied upon a Unit may be made payable in monthly, bi-monthly, quarterly, or semi-annual installments in lieu of annually. In that event, the periodic installments shall become delinquent on the first day of the month following the applicable month for which due.

SECTION 4. SPECIAL ASSESSMENTS AUTHORIZED. The Board of Directors shall have the authority to make Special Assessments for those unforeseen eventualities that were not part of the Annual Budget process. Those Special Assessments will be assessed and collected the same as provided above for the Annual Assessments, and may, at the option of the Board of Directors, be payable in installments. *[Conforms with K.S.A. 58-4620 (b).]*

ARTICLE XV

DELINQUENCY AND ENFORCEMENT RIGHT

SECTION 1. LIEN ATTACHMENT FOR DELINQUENCY. All Assessments provided for herein, both general and special, and whether or not it is payable in installments, shall become a lien on the real estate on which the Living Unit assessed is situated and on said Living Unit itself, effective on the date it is delinquent, sometimes referred to as the lien attachment date. Assessments payable in lump sum or periodic installments shall become delinquent on the first day of the month following the month for which they are first payable.

SECTION 2. ENFORCEMENT RIGHT. In the event that any Owner fails to pay any Annual Assessment, general or special, or an installment thereof, or any other assessment, on or before the date due, the following procedures shall be followed:

- a. If the assessment is not received by the eleventh (11th) day of the calendar month in which it is due, the Owner will be reminded of the missed payment by letter.
- b. If the assessment is not received by the first (1st) day of the month following the month for which it was originally due, the owner will be notified by registered mail that their account is delinquent. Included in the letter will be a reminder of the rights of the Association under the laws of the State of Kansas, and these Declarations and Bylaws to take further actions to protect the Association's interests in such payment as noted in j. below.
- c. If after the expiration of three (3) calendar months from the date due, the Assessments have not been received, the Association may suspend the voting rights of the Unit Owner on Association issues to the extent permissible under Kansas' law.
- d. With respect to all Assessments, or installments thereof, that are delinquent, the Association shall also be entitled to the payment of all costs of collection including reasonable attorneys' fees and expenses, (all whether or not suit is brought), and court costs, if applicable.
- e. The delinquent Assessments, and other charges, costs and expenses mentioned above shall be enforceable as a lien against the Living Unit and property assessed until paid in full. The enforcement of the said lien shall not be the sole remedy of the Association. The Association shall have the right to obtain a personal judgment against the Owner(s) and the Owner or Owners shall be jointly and severally personally liable for said Assessments and other charges, costs and expenses, described.
- f. Any lien statements may be re-filed to secure sums subsequently becoming due and payable hereunder. Both the principal and other charges, costs and expenses stated, due with respect to delinquent Special and General Assessments, and installments thereof, may be enforced as a lien on the Living Unit and property assessed through proceedings of a court in Johnson County, Kansas, having jurisdiction of suits for enforcement of such liens, and shall be enforced in like manner as a suit to foreclose a Mortgage. It shall be the duty of the Association to bring suit to enforce such liens after they become attached to the subject Unit.
- g. Assessment liens shall continue for the period of three (3) years from the date upon which they attach to the subject Unit, and no longer; provided, that if, within the period of three (3) years from the date of attachment to the subject Unit, suit shall have been instituted for the collection of the Assessment, such lien shall continue until the termination of the suit, and until the sale of the property under

- execution on the judgment granted under said suit.
- h. The lien of all Assessments as provided for herein shall be junior and subordinate to the lien of any first Mortgage or deed of trust now or hereafter placed upon any Unit for security of a debt; provided, however, such subordination shall apply only to the Assessments or installments thereof which have become due and payable prior to the sale of such Unit pursuant to a foreclosure of such Mortgage or power of sale under such deed of trust. Such sale shall not relieve such Unit from liability for any Assessments or installments thereof becoming due thereafter, nor from the lien of any such subsequent Assessments or installments.
 - i. Notice of these pending charges and actions, and the late charges and other charges applicable thereto shall be provided to the affected Unit Owner(s) pursuant to the following schedule:

- 1. If the payment of the assessment has not been received by the eleventh (11th) day of the month for which it is applicable, the Association shall provide a notice to the affected Unit Owner stating substantially as follows:

“You are being notified that your Assessment payment has not been received. If the Assessment is not received by the first (1st) day of the month following the date of this notice, said Assessment payment will be deemed delinquent. If this delinquency is not remedied a lien may be attached to your Unit to secure payment of all charges now due and becoming due in the future, until paid in full.”

- 2. If the payment of the assessment is not received by the first day of the month following the month for which it is applicable, the Association shall provide a notice to the affected Unit Owner stating substantially as follows:

“We have not received your payment for the delinquent assessment for your Unit. If all delinquencies are not paid in full within three (3) months of original notice of the original delinquency and the balance on your account is not brought current the Association will file a lien statement on your Unit. Ultimately suit may be brought to enforce the lien in accordance with Kansas Law. Your Unit may be foreclosed upon and sold with the resulting proceeds used to pay your Assessments. In addition, you may be liable for all costs of collection, including reasonable attorneys’ fees and expenses (whether or not suit is brought), and court costs if that action is initiated. Additionally, you may be liable for a personal judgment against you for all overdue Assessments and other charges mentioned above.”

Any notice that substantially complies with the above templates, modified for instance to more clearly fit the situation, shall be deemed

sufficient if it otherwise complies with Kansas’ law. The manner of providing such notices shall be in accordance with the Bylaws of the Association.

ARTICLE XVI

INSURANCE AND CASUALTY LOSS

SECTION 1. INSURANCE TO BE OBTAINED AND MAINTAINED BY THE ASSOCIATION.

The Board of Directors of the Association shall obtain and maintain to the extent reasonably available, at least the following:

- a. All risk casualty insurance naming the Association as insured for the benefit of the Owners in an amount equal to the full replacement value (i.e., one hundred percent (100%) of "replacement cost" exclusive of land, foundation and excavation), respectively, of the improvements located upon real estate owned by the Association with an agreed amount endorsement, without deduction or allowance for depreciation (as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage), such coverage to afford protection at least against the following:
 - 1) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement;
 - 2) Such other risks as shall customarily be covered with respect to property similar in construction, location and use, including but not limited to, vandalism, malicious mischief, windstorm, water damage, and such other insurance as the Board of Directors may from time to time determine; and
- b. Public liability insurance, in such amounts and in such terms as may be considered appropriate by the Board of Directors, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the Ownership and/or uses of the Common Area and facilities, respectively; and
- c. Workmen's Compensation Insurance to the extent necessary to comply with any applicable law.

In addition, the Board of Directors of the Association shall have the discretion to purchase the following additional types of insurance:

- a. An errors and omissions or legal expense indemnity endorsement, or their equivalent, affording protection for the officers and Directors of the Association for expenses and fees Incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his services as such; and
- b. Fidelity insurance against dishonest acts on the part of Directors, managers, trustees, employees, or volunteers responsible for handling funds collected and held for the benefit of the Owners; and
- c. Such other policies of insurance, including blanket policies of insurance for Living Units if authorized by applicable Kansas law and by the Board of Directors of the Association.

- d. In no event shall any insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with Insurance purchased by individual Owners, Occupants, or their Mortgagees.

SECTION 2. Insurance to be Obtained and Maintained by Living Unit Owners. The Owner of any Living Unit shall obtain and maintain casualty insurance, insuring all improvements owned by the Owner against loss by fire, lightning, windstorm or other casualty, as characteristically covered in an extended coverage policy of insurance, in an amount equal to a full replacement value (i.e., one hundred percent (100%) of replacement costs exclusive of the land, foundation and excavation), respectively, with an "agreed amount" endorsement without deduction or allowing its policy in the event there is any other insurance insuring the same risk. Each Owner shall pay all premiums for such insurance. Such insurance policies shall be in a form acceptable to the Board of Directors of the Association or its Manager, and shall include a loss payable clause in favor of Leawood South Townhouse Association, Inc., as insurance trustee, or its designate nominee, for the benefit of each Owner and their Mortgagees, as their interests may appear.

SECTION 3. Procedure in Event of a Casualty Loss. In the event of loss, each owner shall promptly give notice and make proof of loss to His insurer. He shall also give notice to the Board of Directors of the Association for any external loss. All insurance companies are authorized to make payments for external structural loss directly to the Association or its nominee, as insurance trustee for the benefit of each Owner, the holder of each first Mortgage of Record thereon, and the Association as their interests appears. *[Conforms with K.S.A. 58-3712.]*

The proceeds from insurance received by the insurance trustee shall be held in a separate account and not co-mingled with any other funds of the Association. Those proceeds shall be used to repair, reconstruct or rebuild the townhouse units and appurtenant structures damaged or destroyed by said fire or other casualty to their pre-loss specifications. This repair, reconstruction or rebuilding shall proceed in a prompt and efficient manner unless all townhouse Unit Owners in the affected building and their first Mortgagees agree in writing to not repair, reconstruct or rebuild. No Mortgagee shall have any right to apply or have applied to the reduction of any Mortgage debt any insurance proceeds, nor to assert any right or claim to any portion of the insurance proceeds. If the cost of replacement, reconstruction or repair of an individual Living Unit shall exceed the amount of insurance proceeds received by the Owner either because of a deductible portion or otherwise, such excess shall be paid by the Owner of said Lot and Living Unit.

In the event of a casualty loss involving exterior damage the Owner shall obtain a plan and an estimate of cost from a Kansas licensed and bonded contractor for replacement, reconstruction or repair of the structural damage to His Unit to its standardized pre-loss specifications. This plan shall be presented to the Board of Directors or its designated nominee for approval. Upon receipt of insurance funds and approval of the plan, replacement, reconstruction or repair shall commence without delay.

Each request for disbursement of the Association, or its designated nominee, shall include a certificate from the contractor to the effect that all work then completed has been

performed in accordance with plans and specifications approved by the Board of Directors of the Association and all applicable building codes. Provided, however, nothing herein shall be deemed to prohibit any Living Unit Owner, or His Mortgagee, from providing reasonable input in regard to the manner of restoration of any Living Unit. The Board of Directors, or its designee, shall give due regard to such input. Further, it shall be the duty of the Board of Directors, or its designated nominee, to oversee that the exterior of any damaged Living Unit shall be restored, as nearly as possible, to an architectural Unit having the appearance, and using the same or better standard of materials and workmanship, as existed with respect to the original construction of such Living Unit, and giving due regard to cost. Any funds remaining after final inspection, and settlement of construction costs, shall be promptly returned to the policy holder/Owner.

Insurance proceeds for interior reconstruction, repair or replacement, or personal property contents or other coverage shall be made directly to the policyholder/Owner and in no way shall be co-mingled with payments for external structural damage. In the event there is no exterior damage all proceeds are authorized to be payable to the Unit Owner.

In the event that the Owner does not comply with the provisions to obtain and submit plans for replacement, reconstruction or repair within thirty (30) days of loss, the Board of Directors of the Association shall give notice to the Owner that the Association will commence with self-help to effect the replacement, reconstruction or repairs in thirty (30) days of the Association notice being given. If this self-help measure is enacted, the Board of Directors may employ an architectural control committee or other qualified Person who shall be in charge of all replacement, reconstruction and repair of all improvements, and the expenses thereof shall be chargeable to the cost of the replacement, reconstruction and repair. Any such cost not payable by the Owner's insurance shall be subject to a Special Assessment to the Owner of the subject Living Unit and subjecting that property to lien.

Each request for disbursement of the Association, or its designated nominee, shall include a certificate of the architectural committee or other qualified Person employed by the Association to the effect that all work then completed has been performed in accordance with plans and specifications approved by the Board of Directors of the Association and all applicable building codes. Provided, however, nothing herein shall be deemed to prohibit any Living Unit Owner, or His Mortgagee, from providing reasonable input in regard to the manner of restoration of any Living Unit, and the Board of Directors, or its designee, shall give due regard to such input, in particular in regard to the interior restoration of such Living Unit; provided further, however, it shall be the duty of the Board of Directors to oversee that the exterior of any damaged Living Unit shall be restored, as nearly as possible, to an architectural Unit having the appearance, and using the same or better standard of materials and workmanship, as existed with respect to the original construction of such Living Unit, and giving due regard to cost.

SECTION 4. INSURANCE POLICIES IN GENERAL. All insurance policies shall be subject, to the extent available, to the following provisions:

- All policies shall be written with a company or companies licensed to do business in the state of Kansas holding a rating of BBB+ or better in Best's Insurance Guide, or some other equivalent insurance guide reference

directory, if such insurance is available, but if not available the nearest equivalent insurance coverage that is available;

- All policies shall provide that such policies may not be canceled or substantially modified, including cancellation for nonpayment of premium, without at least thirty (30) days prior written notice to the Living Unit Owner, the Board of Directors, the Association, and the Mortgagee;
- All policies shall provide that the Association Board of Directors and Mortgagee will be notified by the insurance company of any claim for recovery of damages exceeding One Thousand Dollars (\$1,000.00); and
- The Owner of any Lot and Living Unit may obtain additional insurance at His expense, including liability insurance to cover accidents or damage to Persons or property occurring within His own individual Living Unit. Each individual Living Unit Owner may purchase insurance upon His own personal property and any additional improvements located within His individual Living Unit. The Association is authorized to purchase one or more blanket policies of casualty insurance, naming the Association as insured for the benefit of every Owner and mortgagee, and the Board of Directors may, at their discretion, purchase and maintain such insurance. In such event, the provisions of this Declaration relating to the individual policies of casualty insurance shall no longer apply, and such insurance premiums shall be Common Expenses to be paid and handled by the Association as set forth before. Such policy or policies of blanket insurance shall, however, in any event provide coverage for each Living Unit upon such terms and conditions as the Board of Directors of the Association may deem appropriate, provided however, that in any event, the coverage shall be not less than the coverage required by this Declaration applicable to individual policies of casualty insurance, and provided further, provisions for such blanket insurance shall be Without Prejudice to the right of each Living Unit Owner to insure His own Living Unit under a separate policy meeting the requirement hereof, which shall be at that Owner's additional expense.
- Annually, the Association shall require evidence of insurance coverage, with all appropriate endorsements and provisions as specified herein from each Owner, or shall furnish each Living Unit Owner a memorandum of Insurance coverage setting forth the essential coverage of any blanket policy.
- If any Owner shall default in performance of the requirement to obtain insurance hereunder, and to provide proof of such insurance as required in the above paragraph, the Association or any other Owner of a Living Unit in

the Real Property may procure such insurance in the name of the Owner, and shall be entitled to reimbursement by said Owner for any premiums paid therefor, plus the maximum interest allowable under Kansas law or ten per cent (10%) interest per annum, whichever is greater, on such sum until reimbursed, including costs of collection and reasonable attorneys' fees and expenses incurred in the collection of same. Provided further the amount

owed shall become collectible as provided in Article XV, including the attachment of a lien and enforcing same as provided in said Article. [Refer to: *Alorda v. Sutton Place Homeowners Association, Inc.*, 2D-10-3966 (Fla. 2d DCA 2012). Note: in order to prevail, the Association must follow procedures in its Declarations.]

ARTICLE XVII

OBSERVATION OF ALL LAWS

The Association shall at all times observe all applicable state, county, municipal or other laws or regulations. The Association shall have the right to make reasonable Rules in accordance with its Bylaws, and provide means to enforce such Rules and Regulations as will enable it to carry out the provisions of this Declaration and its Bylaws.

ARTICLE XVIII

AMENDMENT AND CANCELLATION

The terms and provisions of these Declarations may be amended, modified, changed, or canceled, in whole or in part, by Unit Owners qualified to vote, who in the aggregate could cast at least fifty percent (50%) of the votes in favor thereof at a meeting of the Association duly called in accordance with the Bylaws of the Association, such votes to be cast in Person or by Proxy.

ARTICLE XIX

EXCEPTIONS

The titles of articles and sections, and the numerical order of each article and section shall be deemed information of reference and shall not be considered part of the Declarations or Bylaws subject to Article XVIII. The Bylaws Committee shall reserve the right to edit titles and numerical order, and to correct simple, non-substantive spelling, grammar or punctuation errors that do not change the meaning or intent of these Declarations and Bylaws subject to approval of the Board of Directors.

ARTICLE XX

COVENANTS RUNNING WITH THE LAND

All provisions of these Declarations shall be deemed to be Covenants running with the

land, and each and every Person accepting a deed to any portion of the land covered by this Declaration, or Unit situated therein, shall be deemed, by accepting such deed to agree that he is bound by the provisions herein contained, and that he does thereby consent and agree to be bound by the Covenants, agreements, terms, restrictions and conditions herein contained to the same extent as though he had signed this Declaration.

ARTICLE XXI

SEVERABILITY

If any portion of these Declarations shall be determined to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the other provisions hereof which shall thereafter continue in effect.

IN WITNESS WHEREOF, the undersigned, constituting in the aggregate Unit Owners qualified to vote who in the aggregate did cast at least fifty percent (50%) of the votes in Person or by Proxy in favor thereof at a meeting of the Association duly called in accordance with the Bylaws of the Association, have caused these Declarations and Bylaws to be executed on the day and year written by their signatures.

LEAWOOD SOUTH TOWNHOUSE ASSOCIATION, INC.,
A Kansas not-for-profit corporation
[Signatures and Notary]

NOTE; These 2015 Amended, Reorganized and Restated Declarations were approved by Vote of the membership at a Special Meeting on August 18, 2015. They were filed with Johnson County, Kansas, Tax and Records on September 28, 2015, in the Office of Register Of Deeds and recorded in: BK: 201509 PG: 008910

“EXHIBIT A”

**TO LEAWOOD SOUTH TOWNHOUSE ASSOCIATION
AMENDED, REORGANIZED AND RESTATED DECLARATIONS**

Declaration of Restrictions, as made applicable to the Real Property from time to time, and all amendments thereto, including but not limited to those documents filed of record in the office of the Register of Deeds of Johnson County, Kansas, at the Book and Page numbers listed below, to wit:

<u>Book</u>	<u>Page</u>	<u>Book</u>	<u>Page</u>
226	600	1120	305
830	107	1110	599
865	327	1120	311
878	732	1120	322
928	963	1120	337
944	278	1125	826
981	737	1148	169
1003	22	1148	171
1040	384	1199	804
1062	408	1206	610
1062	424	1301	483
1076	305	1389	651
1083	127	3865	829

Leawood South Townhouse Association Declaration, as made applicable to the Real Property from time to time, and all amendments thereto, including but not limited to those documents filed of record in the office of the Register of Deeds of Johnson County, Kansas. At the Book and Page numbers listed below, to-wit:

<u>Book</u>	<u>Page</u>	<u>Book</u>	<u>Page</u>
226	609	1120	307
830	104	1110	595
865	336	1120	293
878	740	1120	324
928	962	1120	339
944	280	1125	828
981	739	1148	165
1003	24	1148	173
1040	380	1199	815
1062	410	1206	606
1062	426	1301	485
1076	307	1389	653
1083	138	3865	829

