

Greenhills

Junction City, Kansas



Articles, Declarations and By-laws

STATE OF KANSAS



OFFICE OF SECRETARY OF STATE
JACK H. BRIER • SECRETARY OF STATE

To all to whom these presents shall come, Greeting:

I, JACK H. BRIER, Secretary of State of the State of Kansas, do hereby certify that the following and hereto attached is a true copy of

Articles of Incorporation

of

Greenhills Homeowners Association

FILED:

August 25, 1980

INDEXED
ORIGINAL COMPARED
WITH RECORD
NUMERICAL

STATE OF KANSAS } SS
GEARY COUNTY

This instrument was filed for record
on the 4 day of September, A.D.
1980 at 3:45 P.M. and duly
Recorded in Book 2 page 336-338
Fee \$ 7.00

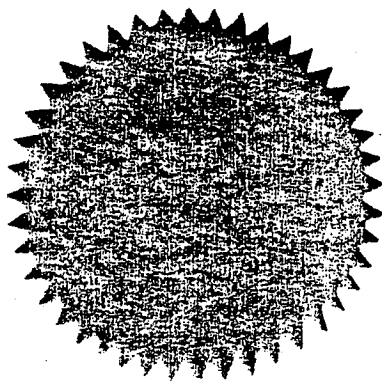
Walt Sanders
Register of Deeds
Merrill K. Smith, Deputy

the original of which is now on file and a matter of record in this office.

IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed my official seal.

Done at the City of Topeka, this twenty-fifth day of
August A.D. 19 80



Jack H. Brier
JACK H. BRIER
SECRETARY OF STATE

By *Willa M. Roe*
Assistant Secretary of State
Willa M. Roe

ARTICLES OF INCORPORATION
OF
GREENHILLS HOMEOWNERS ASSOCIATION

The undersigned hereby incorporates and organizes a corporation NOT-FOR-PROFIT under the laws of the State of Kansas.

FIRST: The name of this corporation is Greenhills Homeowners Association.

SECOND: The location of its principal place of business in the State of Kansas is Junction City, Geary County, Kansas 66441.

THIRD: The location of its registered office in the State of Kansas is c/o KJCK Radio at W Ash and US 77 Highway, Junction City, Geary County, Kansas 66441.

FOURTH: The name and address of its resident agent at its registered office in the State of Kansas is Frank E. Roth, c/o KJCK Radio at W Ash and US 77 Highway, Junction City, Geary County, Kansas 66441.

FIFTH: This corporation is organized not-for-profit and the nature of its business is:

(a) To operate, preserve and maintain the common areas of Greenhills West Addition, Units One and Two.

(b) To preserve and control the architecture and appearance of all structures in said addition.

(c) To insure the attractive, neat, orderly and sanitary appearance and maintenance of the Dwelling Units in said addition owned by the residents thereof.

(d) To engage in any lawful act or activity for which a non-profit corporation may be organized under the Kansas Corporation Code.

SIXTH: This corporation shall not have authority to issue capital stock.

SEVENTH: The conditions of membership shall be fixed by the By-Laws of the corporation.

EIGHTH: The name and place of residence (post office address) of the incorporator is:

Frank E. Roth
P.O. Box 1321
Junction City, Kansas 66441

NINTH: The power of the incorporator shall terminate upon the filing of these Articles of Incorporation, and the name and place of residence (post office address) of each person who shall serve as a Director until the first annual meeting of the members or until his successor is elected and qualifies is:

James D. Nelson
P.O. Box 1321
Junction City, Kansas 66441

Steven D. Roesler
P.O. Box 1321
Junction City, Kansas 66441

Frank E. Roth
P.O. Box 1321
Junction City, Kansas 66441

Barbara Weir
P.O. Box 1321
Junction City, Kansas 66441

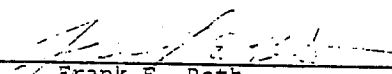
Daniel R. Weir
P.O. Box 1321
Junction City, Kansas 66441

Ralph L. Weir, Jr.
P.O. Box 1321
Junction City, Kansas 66441

Ralph L. Weir III
P.O. Box 1321
Junction City, Kansas 66441

TENTH: The power to adopt, repeal and amend By-Laws of this corporation shall be vested in the Board of Directors of this corporation.

IN WITNESS WHEREOF, the undersigned has set his hand this 2nd day of August, 1980.



Frank E. Roth

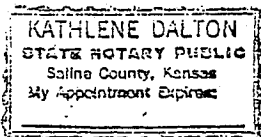
State of Kansas)
) ss
County of)

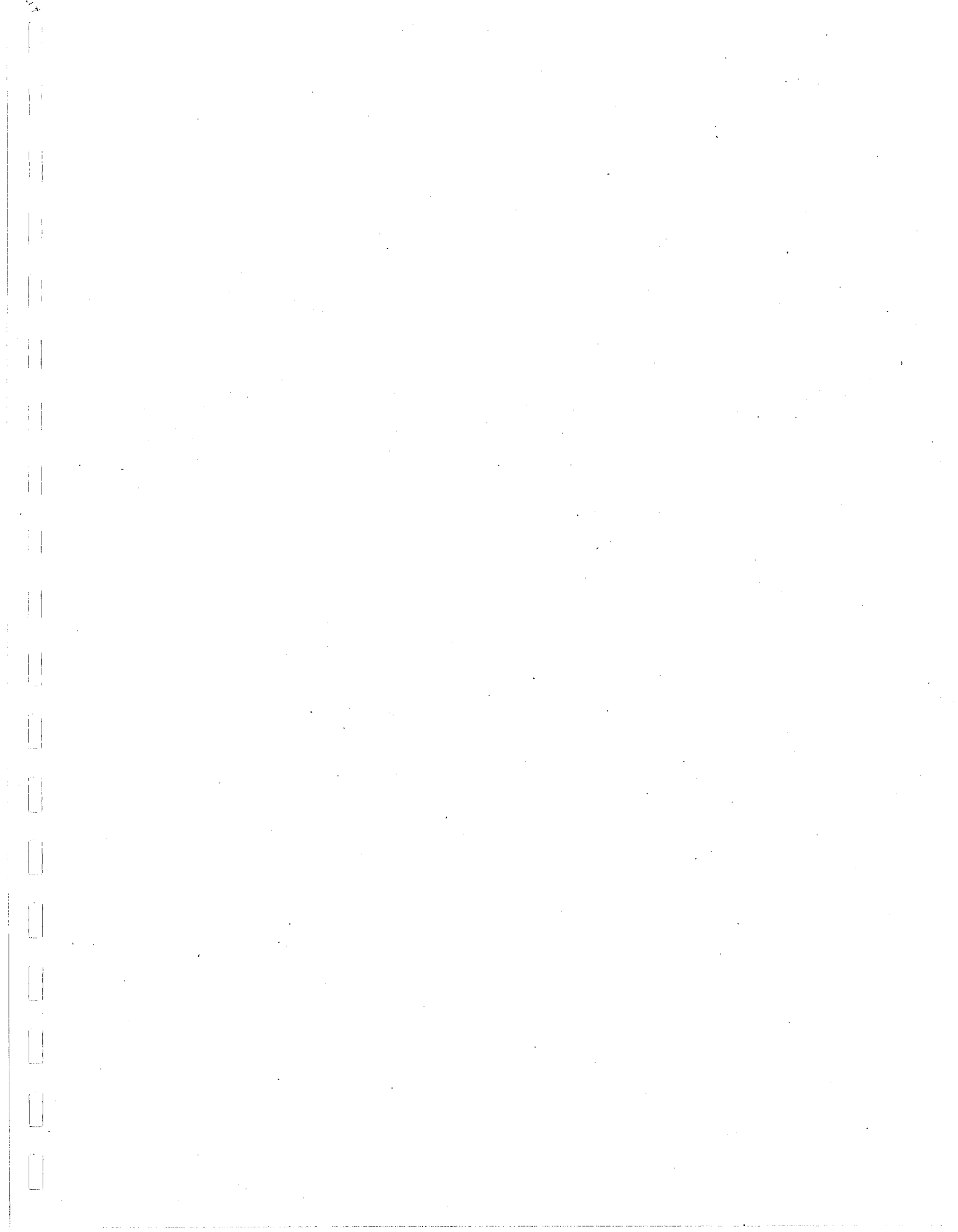
BE IT REMEMBERED, That on this ___ day of August, 1980, before me, the undersigned, a Notary Public in and for said County and State, came Frank E. Roth, to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

Notary Public

My Commission Expires:





CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF GREENHILLS ADDITION

The undersigned, Frank E. Roth, President, and Ralph L. Weir III, Secretary, of WREN Corporation, the owner of more than seventy-five percent (75%) of the Dwelling Units to be constructed on lots platted in Green Hills West Addition Units One and Two to the City of Junction City, Geary County, Kansas, hereby certify that on the 22nd day of January, 1981, certain amendments to the Declaration of Covenants, Conditions and Restrictions of Greenhills Addition, which are recorded in the office of the Register of Deeds of Geary County, Kansas, in Miscellaneous Book 29 at Pages 29-72, were adopted as follows:

SECTION 7 of ARTICLE I is hereby amended to read as follows:

Section 7. "Declarant" shall mean the WREN Corporation, a Kansas corporation with its registered office at 2141 Centennial Road, Salina, Kansas, its successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE XI is hereby deleted in its entirety.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of this 22nd day of January, 1981.

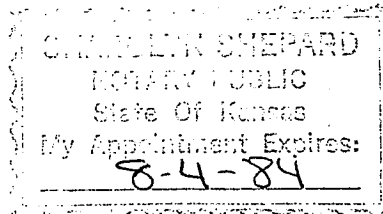
WREN CORPORATION

BY: Frank E. Roth
Frank E. Roth, President

Attest:

Ralph L. Weir III
Ralph L. Weir III, Secretary

State of Kansas)
) ss
Saline County)



The foregoing instrument was acknowledged before me this 22nd day of January, 1981, by Frank E. Roth, President, and Ralph L. Weir III, Secretary, of WREN Corporation, a Kansas corporation, on behalf of the corporation.

Charleen Shepard
Notary Public

ORIGINAL

STATE OF KANSAS }
GEARY COUNTY } SS

This instrument was filed for record
on the 4 day of September
19 20 3:40 clock P.M. and duly
Recorded in Book 29 page 29-72
Fee \$8.00

Keith J. Smith

Register of Deeds

Meriel K. Smith, Deputy

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF GREEN HILLS ADDITION

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PREAMBLE

THIS DECLARATION, Made this 22 day of August, 1980, by Bud Weir Enterprises, Inc., a Texas corporation, duly authorized to do business in the State of Kansas, hereinafter referred to as the "Declarant", WITNESSETH:

WHEREAS, The Declarant owns certain real property in the City of Junction City, County of Geary, State of Kansas, which is more particularly described as follows, to wit: Green Hills West Addition Units One and Two.

WHEREAS, Declarant will convey all lots in Green Hills West Addition, Units One and Two, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and,

WHEREAS, Declarant hereby establishes by this Declaration a plan for the individual ownership of the Dwelling Units and Lots in Green Hills West Addition Units One and Two and for the maintenance thereof.

NOW THEREFORE, Declarant declares that all of Green Hills West Addition Units One and Two shall be held, sold and conveyed subject to the following covenants, conditions, charges, liens, restrictions, easements and reservations (hereinafter collectively sometimes called "restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Green Hills West Addition Units One and Two and the owners thereof, their heirs, successors, grantees and assigns. These restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the Green Hills West Addition Units One and Two, or any part thereof, and shall inure to the benefit of each owner thereof. Said restrictions establish and impose a general plan for the improvement and development of said property described herein and the adoption and establishment of covenants, conditions, charges, liens, easements and restrictions upon said land and upon any and all improvements constructed or to be constructed thereon, and upon the use, occupancy and enjoyment thereof. Every conveyance of any of said Green Hills West Addition Units One and Two, or portion thereof shall be and is subject to these covenants, conditions, charges, liens, restrictions and easements as follows:

ARTICLE I

Definitions

Section 1. "Assessable Area" shall mean the square footage of floor area within each Dwelling Unit, exclusive of basements as measured to and from the exterior of outer walls and the center of party walls.

Section 2. "Association" shall mean and refer to the Greenhills Homeowners Association, Junction City, Kansas.

Section 3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the By-Laws of the Association or appointed by Declarant as therein provided.

Section 4. "By-Laws" shall mean the By-Laws adopted by the Association as amended from time to time.

Section 5. "Common Area" shall mean that property described in Exhibit A hereto, which constitutes the Properties herein described and defined, together with all facilities and improvements placed thereon, and any and all interest which the Association may acquire in adjacent lands, any easements granted to the Association and the Owners, and, in general, all real estate and improvements existing for the common use and enjoyment of the Owners, and all other parts of the Properties necessary or convenient to its existence, maintenance, and safety, but not including Lots, Dwelling Units, and Public Streets therein described. The terms "Open Space" and "Common Open Space" shall be synonymous with the term Common Area.

Section 6. "Common Area Expenses" shall mean all expenses for the maintenance of the Common Area for the benefit of the Owners, including but not limited to maintenance, repairs, utilities, management, insurance, capital improvements, special assessments, taxes, and all other charges and expenses in connection with the Common Area.

Section 7. "Declarant" shall mean the Bud Weir Enterprises, Inc., a Texas corporation, its successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Declaration" shall mean this document of Declaration of Covenants, Conditions, and Restrictions of Greenhills, Junction City, Kansas, as may be amended from time to time.

Section 9. "Dwelling Unit" shall mean and refer to any and all residences constructed (Actual Dwelling Unit) or to be constructed (Proposed Dwelling Unit) on the Lots and any replacement thereof, including without limitation patios, fences, garages, and basements, if any, along with the real property underlying, bounding, or surrounding the same as described in the deed to such Dwelling Unit. There are a maximum of 221 Dwelling Units which shall be located on the Lots in the maximum number assigned to each Lot as set forth on annexed Exhibit B.

Section 10. "Dwelling Unit Exterior" shall mean and refer to the roof, gutter, downspouts, foundation, steps, footings, patios, fences, balconies, crawl spaces, and outer surface of exterior walls along with the real property underlying, bounding, or surrounding the same as described in the deed to such Dwelling Unit, including without limitation those portions which serve more than one Dwelling Unit.

Section 11. "Greenhills" shall mean the property legally known as Green Hills West Addition Units One and Two to the City of Junction City, Geary County, Kansas.

Section 12. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and Public Streets as originally described in Exhibit A.

Section 13. "Manager" shall mean any duly authorized property manager employed or appointed by the Association to implement the duties and responsibilities incumbent upon the Association.

Section 14. "Member" shall mean and refer to every person who is the owner of record of an interest, other than an interest for security purposes, in one or more Lots or Dwelling Units in Greenhills.

Section 15. "Multi-Dwelling Structures" shall mean and refer to all structures or buildings which contain two or more Dwelling Units which are separated by a party wall and/or party ceiling or floor.

Section 16. "Owner" shall mean and refer to the record Owner of any Lot or Dwelling Unit, whether one or more persons or entities, including contract sellers, but excluding those having an interest for security purposes only.

Section 17. "Party Wall, Floor, Ceiling, Roof" shall mean the entire wall, floor, ceiling, roof, or fence including the foundations thereof, which is built as a part of the original improvements of a Dwelling Unit and is intended to be placed on the boundary line between adjoining Dwelling Units.

Section 18. "Person" shall mean an individual, corporation, partnership, association, trust, or other legal entity or any combination thereof.

Section 19. "Public Street" shall mean and refer to that part of the Properties which is paved road provided for automobile traffic as shown on the recorded Plat thereof and dedicated to a public governmental entity as a Public street. (See Exhibit A).

Section 20. "Properties" shall mean and refer to all Common Area, Lots, Dwelling Units, Public Streets, and all improvements thereon and thereto which constitute or shall constitute the entire project herein created, known as Greenhills, Junction City, Kansas.

Section 21. "Rules" shall mean the Rules and Regulations adopted by the Board of Directors of the Association, as amended from time to time.

ARTICLE II

SCOPE OF DECLARATION AND RIGHTS RESERVED BY DECLARANT

Section 1. Property Subject to Declaration. Declarant, as the owner of fee simple title to the Properties, expressly intends to, and, by recording the Declaration, does hereby subject the Property to the provisions of this Declaration.

Section 2. Conveyances Subject to Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved, or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in the Properties, and their respective heirs, successors, representatives, or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, other evidence of obligation, or any other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved, or declared herein as though fully and completely set forth in their entirety in any such document.

Section 3. Special Assessments for Public Improvements. Any special assessments for public improvements benefiting the real property that is the subject of this Declaration will be assessed and prorated to the Lots on a square footage basis as set forth on Exhibit "B" attached hereto. All special assessments for public improvements assessed to each Lot shall be prorated and charged to each Owner of each Dwelling Unit or Lot in the proportion each Dwelling Unit bears to the total number of Dwelling Units on each Lot as set forth on Exhibit "B" attached hereto. In the event of default in the payment of any special assessments for public improvements the governing body

charged with the responsibility of collecting said special assessments shall be entitled to foreclose the Owner's interest in said Lot or Dwelling Unit or any other interest that said Owner might have by virtue of his membership in the Association.

ARTICLE III

DWELLING UNITS, LOTS, SUBDIVISIONS

Section 1. Dwelling Units and Lots. The maximum number of Dwelling Units which may be constructed on each Lot is set forth in annexed Exhibit "B". Eligibility for membership, voting rights and assessments are determined by the number of Dwelling Units (actual and proposed) owned. The original assignment of the maximum number of Dwelling Units for each Lot or portion of a Lot will be made by the Declarant. No single Dwelling Unit may be assigned to more than one Lot. Further assignment will be made as each Dwelling Unit is constructed, up to the maximum number of Dwelling Units permitted on each Lot or portion of a Lot.

Section 2. Subdivision of Lots. No lot may be subdivided unless it has been assigned more than one Dwelling Unit on annexed Exhibit B and in such case the Lot may be subdivided into only as many lots as the number of Dwelling Units allotted. This allows for either fee simple ownership of the land under any Dwelling Unit, within a multi-dwelling structure, or for the ownership of undivided interests in the land under the multi-dwelling structure.

ARTICLE IV

HOMEOWNERS ASSOCIATION

Section 1. Purpose. Declarant has caused to be incorporated as a non-profit corporation the Greenhills Homeowners Association and has designated such Association to be the owner and manager of the Common Area. In addition, the Association is also empowered to cause or keep the Lots and Dwelling Unit exteriors in good, clean, attractive, and sanitary order and repair. Any purchaser of a Dwelling Unit shall be deemed to have assented to, ratified, and approved such designation and management. Said Association, by its signature approving this Declaration, has agreed to perform the duties required of it hereunder.

Section 2. Rights, Duties and Powers. The Association shall have the following duties, rights, and powers:

- (a) To collect monthly or periodic assessments, equitably prorated, from Owners; to collect delinquent assessments by suit or otherwise; and to collect such other assessments as are herein authorized.
- (b) From funds collected, to provide for maintenance, construction, management, insurance, care of Association property, and such other expenses as are enumerated in this Declaration.
- (c) To insure the neat, clean, orderly and sanitary appearance and condition of all of the Dwelling Units by ordering necessary improvements and actions with the right to enter and make said improvements and place a

lien against the Dwelling Unit to insure payment of expenses incurred.

(d) To lease, acquire, and sell real or personal property in pursuance of its obligations.

(e) To enter into and upon the Dwelling Units when necessary with as little inconvenience as possible to the occupants concerned in connection with the duties outlined in this Declaration.

(f) To enjoin or seek damages from or assess fines against the Owners for violation of the Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules of the Association.

(g) To employ workmen and others; to contract for services to be performed, including those of a Manager; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of an apartment house or property manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee title of any Owner except to satisfy a lien, award, or judgment against such Owner for violation of the Owner's covenants imposed by this Declaration. The Association shall not enter into any contract or management agreement for the furnishing of services (other than utility or laundry services), material or supplies, the term of which is in excess of one year; and further provided that any contract or management agreement entered into (excluding those for utilities and laundry services) by the Association shall be terminable by the Association for cause upon thirty (30) days written notice or without cause upon ninety (90) days written notice.

(h) To protect and defend the Properties from loss and damage by suit or otherwise.

(i) To employ counsel, attorneys, and auditors in connection with legal matters of the Association and in connection with any audit of its books and records, which audit if any shall be available to Owners and mortgagees for inspection at the Association office, as hereinafter provided.

(j) To deposit funds in the hands of the Board which are not necessary for immediate disbursements in insured savings accounts of national or state banks or savings and loan institutions earning the standard rate of interest.

(k) To file legal protests, formal or informal, with authorities against the granting by authorities of zoning ordinances or variances as to any property within a reasonable proximity of the Properties which might affect the value of any Owner's interest in the Properties.

(l) To designate and assign to Owners available storage facilities (if any) within the Common Area for the exclusive use or otherwise of Owners.

(m) To adopt Rules in accordance with the By-Laws for the regulation and operation of the Properties, including but not limited to regulations governing the use of the Common Area.

(n) To charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(o) To dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded.

Section 3. Membership.

(a) Dwelling Unit Owner's Membership. Membership in the Association shall be limited to any person acquiring a fee simple record interest in a Dwelling Unit (other than as a mortgagee, a beneficiary under a deed of trust, or a lien claimant) in Greenhills, and such additional property as may be annexed thereto. An owner of a Dwelling unit shall automatically, upon becoming an owner of a Dwelling Unit, be a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. Ownership of a Dwelling Unit shall be the sole qualification and criteria for membership.

(b) Number of Memberships. There are 221 memberships in the Association unless increased due to the annexing of additional property thereto. These 221 memberships represent the total number of Dwelling Units constructed or to be constructed on the Properties. Each Dwelling Unit shall be entitled to one membership in the Association with the membership right belonging to the fee simple owner of record of each Dwelling Unit.

(c) Transfer of Membership. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of such Lot or Dwelling Unit and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure or mortgage of record or other legal process. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any Dwelling Unit shall fail or refuse to transfer the membership registered in his name to the purchaser of such Lot or Dwelling Unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership for the purchaser and thereupon the old membership outstanding in the name of the seller shall be null and void as though the same had been surrendered.

(d) Membership Subject To: The owner of each Dwelling Unit (Proposed or Actual) shall be entitled to one membership in the Association for each Dwelling Unit owned, and the membership shall be subject to all of the provisions of the Association By-Laws, and the resolutions as now in effect or fully adopted and amended.

Section 4. Voting Rights.

(a) Classes of Voting Memberships. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all members with the exception of the Declarant. A Class A member shall be entitled to one vote for each Dwelling Unit owned by said member, as provided above.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to two (2) votes for each Dwelling Unit in which it holds the interest required for membership by Article IV-Sec. 3(a) hereof provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership within all phases of this project equal the total votes outstanding in Class B membership, or,

(2) Five years from the date of this Declaration.

(b) Multiple Owners of a Dwelling Unit. Where a Dwelling Unit is owned by more than one Owner, such Owners shall, by a written instrument, designate one of such Owners to be the sole voting member. In the absence of such designation, the Board may designate one of the Owners as the sole voting member.

(c) Suspension of Voting Rights. In the event any Dwelling Unit owner shall be in arrears in the payment of any amounts due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, said Dwelling Unit owner's right to vote as a member of the Greenhills Homeowners Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

Section 5. Board of Directors. The Board of Directors shall consist of not less than seven individuals, each of whom shall be a voting member, and said Board shall be elected at each annual meeting of the members of the Association as provided in the By-Laws. The Board will be organized and conduct itself within the guidelines of this Declaration and the By-Laws of the Association.

Section 6. Assessments.

(a) Obligations. Each Owner, by acceptance of a deed, agrees to pay the Association all assessments and charges for the operation of the Association and its affairs, plus special assessments for capital improvements to be fixed, established, and collected from time to time as herein provided. Such assessments, together with interest, the cost of collection, and attorneys' fees, shall be charged to the land and shall be a continuing lien upon the property against which each assessment is made in the event of delinquency in

payment as allowed in Article IV, Section 6(d) hereof. Such assessment, together with interest, costs, and reasonable attorneys' fees also shall be the personal obligation of the person who was the Owner, or of the persons jointly and severally who were the Owners at the time when the assessment was made. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed. Payment of the assessments made shall be paid by the Owners to the Association as of the date of closing the original purchase of an Owner's Dwelling Unit and prorated if upon a date other than the due date of an assessment, and thereafter in monthly or other periodic installments commencing on the first day of each month or period following the closing.

(b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the acquisition, construction, management, maintenance, and care of the Common Area, and for the performance of all other duties and obligations incurred by the Association pursuant to this Declaration, including but not limited to: the provision of services and facilities related to the use and enjoyment of the Common Area; the maintenance, repair and replacement of underground utilities, lighting, walkways, Dwelling Unit exteriors, and other facilities; provisions for snow removal, grounds upkeep, sprinkler systems, landscaping, garbage pickup, water and sewer service, recreational programs; administration expenses, working capital, rental and acquisition of real or personal property; and such expenses as the Association, in its opinion, shall determine to be necessary and desirable including the establishment and maintenance of a cash reserve and a sinking fund for all of the foregoing purposes, including but not limited to an adequate reserve fund for the acquisition, construction, maintenance, replacement, and repair of those elements of the Common Area which must be replaced on a periodic basis, to be charged against the Owners as part of their regular assessment. In the event repairs are required resulting from negligent acts of an Owner, the Owner's family, guests, employees, invitees, or lessees, the Association shall be reimbursed forthwith by such Owner therefor.

(c) Type and Basis of Assessments.

(1) Common Area and General Administrative Expenses. Each Owner shall pay a portion of the expense of acquisition, construction, maintenance, repair, replacement, care of, and operation of the Common Area, all of which expenses may take into account any sinking fund established for future expected expenditures. In addition each owner shall pay a portion of General Administrative Expenses incurred by the Association including data processing; legal and accounting fees; management fees; office supplies; and security services. A separate fee may be levied by the Association for participants in a special program, for supplies for specialized classes, or for special tours, functions, or other activities, all of which are to be voluntary only. Such separate fee is not to be considered a Common Area expense. The Common Area expenses shall be prorated and

charged to each Dwelling Unit in the proportion each Dwelling Unit bears to the total number of Dwelling Units as set forth in Exhibit B attached hereto (i.e. 1/221st).

(2) Multi-Dwelling Unit Exterior Expenses. Each Owner shall pay the expenses (if any) of maintenance, repair, care of, and replacement of the Multi-Dwelling Unit Exteriors incurred by the Association as outlined in this Declaration. Such expenses (if any) shall be prorated and charged to each Dwelling Unit in the proportion which the Assessable Area of such affected Dwelling Unit bears to the total Assessable Area of the affected Dwelling Units. Pro rata adjustments, if any, may be made for those Dwelling Units which have not been completed for the entire year for which the assessment is levied.

(3) Special Assessments. The Board may levy special assessments for the purpose of defraying the cost of any construction or reconstruction, unexpected structural repairs or replacement or capital improvements of the Common Area or Buildings, including the necessary fixtures and personal property related thereto. If any such assessment exceeds \$5,000.00, the same must have assent of two-thirds of the Owners voting in person or by proxy at a meeting duly called for such purpose or at the annual meeting, but only if at least fifty (50) percent of the Owners are present in person or by proxy. Written notice shall be sent to all Owners of record not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

(4) Individual Assessments. The Association shall have the right to add to any Owner's assessment as provided in this Article those amounts expended by the Association for the benefit of any individual Dwelling Unit and the Owner thereof, including but not limited to fines; Dwelling Unit insurance as provided herein; repairs and replacements caused by the negligent or willful acts of any Owner, his family, guests, employees, licensees, lessees or invitees; maintenance repair, care of, and replacement of Dwelling Unit Exteriors; and all other expenditures or charges provided for by this Declaration or the By-Laws.

(5) Fines. The Association shall have the right to assess a fine against an Owner not exceeding \$100.00 for each violation of this Declaration, the By-Laws, the Rules, or the Articles of Incorporation of the Association. Such fine may be assessed additionally for each day the violation continues after written notice thereof is given the owner.

(d) Payment of Assessments.

(1) Levy of Assessments. On or before the first day of the last month of each calendar year, the Board shall determine the estimated annual assessment payable periodically during the next year by each Owner; provided, however, that said assessments may be adjusted upon a finding of necessity by the Board, but no more than twice in any one year. As soon as practicable after the close of each calendar year, actual expenses shall be totaled and any overages or shortages of actual expenses and assessments for the past year shall be charged, credited or refunded to the Owners, at the discretion of the Board.

(2) Billing. Assessments and fees shall be due and payable on the first day of each month or the first day of the period fixed for payment of the assessment or fees, and shall become delinquent unless paid ten (10) days thereafter. All unpaid assessments and fees shall be subject to a late charge for nonpayment as may be determined from time to time by the Board.

(3) Nonpayment. If fees or assessments are not paid within thirty (30) days after the due date (see above) they shall bear interest from the date of delinquency at the rate fixed by the Board and uniformly applied. Failure to make payment within thirty (30) days of the due date thereof also shall cause the full amount of such Owner's estimated annual assessment for the remainder of that year to become due and owing at once, at the option of the Board. In the event it shall become necessary for the Board to collect any delinquent assessment or fees, whether by foreclosure of a lien hereinafter created or otherwise, the delinquent Owner shall pay, in addition to the assessment and late charge and interest herein provided, all costs of collection, including a reasonable attorneys' fees and costs incurred by the Board in enforcing payment.

(4) Lien. The Association is hereby granted a lien against the Owner's Dwelling Unit for any payment or payments which the Owner fails to make as required by this Declaration; provided, however, that: (1) such lien shall be effective only upon recordation of a notice thereof in the office of the Clerk and Recorder of Geary County, State of Kansas, and each Owner, by accepting a deed to his Dwelling Unit, designates any one of the officers of the Association or its duly appointed Manager as agent with full irrevocable power and right to record a notice of said lien in favor of the Association; (2) a lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of the State of Kansas for foreclosure of mortgages on real property; and (3) such lien shall be subject and subordinate to and shall not affect the right of a holder of any recorded first mortgage now or hereafter placed on the Dwelling Unit in good faith and for value. The lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Dwelling Unit. In

the event of a foreclosure, the Owner shall be required to pay reasonable rental to the Association for occupying the same during the period of the foreclosure, and if after the filing of a foreclosure action, the Owner's Dwelling Unit is left vacant, the Board may take possession and rent said Dwelling Unit or apply for the appointment of a receiver for the Dwelling Unit without notice to the Owner. In addition to the lien herein granted, the Board shall have the right to bring an action at law against any Owner who fails to pay any amounts assessed against his Dwelling Unit and obtain judgment for the amount of the assessments due plus costs as herein provided. The Board shall have the power to bid at the foreclosure sale, and if title is obtained, hold, lease, mortgage, and encumber or convey the same.

In the event an Owner is in default on any obligation secured by an encumbrance on his Dwelling Unit, the Board, at its option, may pay the amount due on said obligation and file a lien against the Dwelling Unit in the manner as provided for herein for unpaid assessments or fees.

Sale or transfer of any interest by an Owner shall not affect or release any lien granted the Association herein.

Any purchaser of a Dwelling Unit who obtains title as a result of foreclosure of a first mortgage, and his or her successors and assigns, shall not be liable for the share of the Common Area Expenses which were assessed by the Association and which became due prior to the acquisition of title to such Dwelling Unit by such purchaser. Such unpaid share of Common Area Expenses shall be deemed to be common expenses collectible from all of the Owners, including the purchaser of such Dwelling Unit.

(5) Nonexemption. No Owner shall be relieved from payment of any assessment or charge by waiver or suspension of the use of any of the Common Area or by the abandonment or leaving of a Dwelling Unit.

Section 7. Insurance for the Association. The Association shall be required to obtain and maintain the following insurance:

(a) Insurance coverages upon the Common Area, and all property owned or leased by the Association;

(b) Insurance coverages against loss or damage by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, wind storm, water damage, fire, and all other casualty as are covered under standard coverage provisions for the full insurable replacement cost of the Common Area.

(c) Comprehensive public liability insurance in a minimum amount of \$1,000,000.00 per single occurrence and Workmen's Compensation coverage upon employees and other liability insurance insuring the Association, Board of Directors, Manager, and agents in connection with the Properties.

(d) Such other insurance and fidelity bonds as the Board may deem desirable for the benefit of the Owners.

Section 8. Indemnification. The Manager, employees of the Association, and each director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having acted as such upon behalf of the Association; provided that this indemnification shall not apply if the said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, further, that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

Section 9. Limits of Liability. Notwithstanding the duty of the Association to maintain and repair parts of the Properties, the Association shall not be liable for injury or damage other than the normal costs of the maintenance and repair, caused by any latent condition of the Properties or by the conduct of other Owners or persons or by casualties for which insurance pursuant to this Declaration is not required, or for which insurance is not provided by the Association.

ARTICLE V

OWNERS' RIGHTS, RESTRICTIONS AND OBLIGATIONS

Section 1. Property Rights.

(a) Owners Rights Subject to the Provisions of this Declaration. Each Owner shall own his Dwelling Unit in fee simple for use as a primary single-family residence and shall have full and complete dominion thereof, subject to the provisions of this Declaration.

(b) Owners Easements of Enjoyment. Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to the Dwelling Unit of such Owner. It is expressly acknowledged and agreed by all parties concerned that this Article is for the mutual benefit of all owners of the Greenhills Homeowners Association, and is necessary for the protection of said owners. It is understood and agreed that the rights and use and enjoyment of the common areas may be exercised by any person legally in possession of a Dwelling Unit in a manner not in violation of the provisions hereof, but nothing herein shall be deemed to alter or amend the definition of "owner" under Article I-16, hereof, or to affect the provisions of Article IV-3 hereof with respect to membership or to affect the provisions of Article IV-4 hereof with respect to voting rights. Such rights and easements of enjoyment shall be subject to reasonable rules and regulations as from time to time are promulgated by the Board of Directors, and which may include but shall not be limited to:

The nonexclusive right and easement of the Association to make such use of the Properties as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under, and over the Common Area to any district or entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the Properties or any addition to the Properties.

The right of the Association to make such reasonable rules regarding the use of the Common Area and facilities located thereon by members and other persons entitled to such use, including but not limited to the right to regulate parking on all Private Streets.

The right of the Association to limit the number of guests of members;

The right of the Association to charge reasonable fees for the use of the common areas;

The right of the Association to borrow money;

The rights reserved in this Declaration to Declarant, Owners, other persons, and the Association.

(c) Delegation of Use. Any Owner may delegate his right of enjoyment of the Common Area in accordance with this Declaration, and the Articles and By-Laws of the Association to the members of his family, to his tenants, or to contract purchasers who may reside in the Dwelling Unit. All such persons shall be subject to the Rules concerning such use.

(d) Lease of Dwelling Unit. Any Owner shall have the right to lease his Dwelling Unit upon such terms and conditions as the Owner may deem advisable, subject to the following: Any such leases shall be in writing and shall provide that the lease is subject to the terms of this Declaration and the Rules. Only an entire Dwelling Unit may be leased, not any portions thereof, and only for single-family residential use. Any failure of a lessee to comply with the terms of this Declaration, Articles of Incorporation, By-Laws of the Association, or the Rules shall be a default under the lease enforceable by the Association.

Section 2. Restrictions.

(a) Use. All structures erected upon the Properties shall be single family residences of new construction, and none shall be moved from other locations onto the Properties. No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this Section, however, shall be construed as preventing the renting or leasing of an entire Dwelling Unit together with its improvements as a single unit to a single family.

(b) Temporary Use. No temporary house, trailer, tent, garage, or outbuilding shall be placed or erected upon

any part of said property or upon any Lot and no residence placed or erected on any Lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans (as hereinafter provided) nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions and restrictions herein set forth; provided, however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings for storage of materials may be erected and maintained by the person doing such construction. The work of constructing, altering, or remodeling any building on any part of the property shall be prosecuted diligently from the commencement thereof until the completion thereof.

(c) Declarants Use. Notwithstanding any provision herein contained to the contrary, during the period of construction or sale, it shall be expressly permissible for Declarant, or his assigns, to maintain upon the Common Area, without charge, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental for construction or sales purposes, including but not limited to a business office, storage area, construction yards and structures, signs, model Dwelling Units, and sales offices. For sales purposes, Declarant, its agents and prospective purchasers also have the right of ingress, egress, and parking in and through, and the right to use and enjoy, the Common Area at any and all reasonable times, without permission from any Owner or the Association being required.

(d) Minimum Dwelling Unit Size. Each Dwelling Unit constructed in Greenhills shall have not less than a fixed amount of floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, basements, garages, or car ports) as outlined in Exhibit B attached hereto.

(e) Minimum Setbacks. Every building, structure, or other improvement other than a wall or fence, which is erected or placed upon any lot (excluding uncovered terraces or steps) shall be set back in accordance with the following prescribed distances from lot lines:

1. Front Yard Setbacks: Not less than 25 feet from any street lot line. Corner lots fronting on two streets shall be considered as having two street lot lines and the setbacks shall not be less than 25 feet from the front street lot line and 25 feet from the side street lot line.

2. Side Yard Setbacks: Not less than 15 feet or 10% of the average width of said lot, whichever is lesser, from any side lot line.

3. Rear Yard Setbacks: Not less than 20 feet or 15% of the average depth of said lot, whichever is lesser, from any rear lot line. Where the rear lot line of one lot is also the side lot line of an adjoining lot, the minimum setback provided for side lot lines shall apply to both sides of said lot line.

(f) Prohibitions. All use and occupancy of the Common Area shall be subject to and governed by the Rules. No damage or waste shall be committed to the Properties. No Owner shall alter any of the Common Area or any Dwelling Unit exterior or yard without the prior written consent of the Association and its Architectural Control Committee. Nothing shall be done within the Properties which would impair the structural integrity of any improvement located on the Properties.

(g) No Imperiling of Insurance. Nothing shall be done within the Properties which might result in an increase of the premiums of insurance obtained for any portion of the Properties or which might cause cancellation of such insurance, except with the prior written consent of the Board.

(h) No Violation of Law. Nothing shall be done within the Properties which would be in violation of any statute, rule, ordinance, regulation, permit, or validly imposed requirement of any governmental body.

(i) Nuisances. No noxious or offensive activity shall be carried on upon the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No activity shall be conducted on any part of the Properties which is or might be unsafe or hazardous to any person.

(j) Signs. No signs, billboards, or advertising devices of any nature except "for sale" signs in compliance with the Rules of the Association shall be erected or maintained on any part of the Properties; provided, however, the foregoing shall not apply to the business activities, advertising, or to the construction and maintenance of structures, if any, of Declarant while any portion of the Properties remains unsold. The Association may erect signs or notices for identification purposes in accordance with the applicable state and municipal laws or codes.

(k) Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of the Properties, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and shall be subject to the Rules and any governmental ordinances or laws. Dogs shall be leashed at all times when outside a Dwelling Unit, and the pet's owner shall confine his dog for excretion to such areas as may be designated by the Association. Owners shall be responsible to clean up after said Owner's pet. Pets constituting a nuisance may be ordered by the Board to be kept within the Dwelling Unit of the Owner or ordered expelled from the Properties.

(l) Trash and Unsightly Uses. Refuse piles, trash, or other unsightly objects and materials shall not be placed or remain upon the Common Area or any Dwelling Unit exterior, and the same shall be disposed of in a sanitary manner. All equipment for the storage or disposal of garbage, trash, and waste disposal shall be made in such a manner as may be established by the Association, and the burning of garbage, trash, or waste in outside incinerators, barbecue pits, or the like is strictly prohibited. Each lot at all times

shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot, except as necessary during the period of construction.

(m) Mineral Exploration. No derrick or other structure designed for use in boring for oil, coal, natural gas, or other minerals, shall be erected, placed or permitted upon any part of said property, nor shall any oil, coal, natural gas, or other minerals be produced or extracted therefrom except by Declarant. All rights to all minerals underlying same are reserved to Declarant.

(n) Trees, Shrubs, Grass, and Other Landscaping. Each Dwelling Unit and Lot shall at all times be kept clear of weeds and other unsightly growth, and any and all landscaping that becomes objectionable at the discretion of the Architectural Control Committee shall be forthwith removed by the property owner. In case the property owner shall fail to keep his Lot clear of weeds or other unsightly growth or should fail to remove any objectional landscaping upon the demand of the Architectural Control Committee, the Association shall have the right to enter and clear such lot or lots at the owner's expense and the Declarant shall have a lien against the property to secure the payment by the Owner of this expense and such entry shall not be deemed a trespass.

(o) Parking Areas. No vehicle of any type may be parked on the Common Area except on such portions of Public Streets as may be designated. No commercial type of vehicle, no trucks, and no recreational vehicles shall be stored or parked on the Common Area except in an area designated by the Association, if any, nor shall they be parked on any residential street except while engaged in transport to or from a building. A Recreational Vehicle shall include, for purposes of this Declaration, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers, or trailers of any type. All unused automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Common Area, except in areas so designated by the Association, if any. Unused vehicles shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A written notice describing the Unused Vehicle and requesting removal thereof may be personally served upon the owner and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the same without liability to it, and the expenses thereof shall be charged against the owner. If such owner shall be a member of the Association, the cost thereof shall be added to his next assessment due. All vehicles parked on Lots will be parked on hard surface driveways designed specifically for that purpose.

(p) Garage Doors. Doors to garages are to be kept closed at all times except during ingress and egress.

(q) No Business Use. No business or profession of any nature shall be conducted on any Lot or in any Dwelling Unit constructed thereon, with the exception of sales purposes conducted by the Declarant or his assigns, and construction and sales purposes by qualified contractors approved by the Board.

(r) Equipment. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas, or oil, must be below ground. All types of refrigerating, cooling, or heating equipment must be concealed from public view.

(s) Overhead Utilities, Antennae and Aerials. All aerial masts, radio and television antennae are prohibited except with the written consent of the Board. All electrical, television, radio, and telephone line installations and connections from lot owner's property line to residence or structures shall be placed underground and no overhead utility lines shall ever be installed or maintained on any portion of the lots covered by these restrictions except that during the construction of a residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

(t) Fuels. No coal or other type of fuel which gives off smoke except wood shall be used for heating, cooking or any other purposes. No trash or garbage shall be burned on the premises except in approved incinerators located indoors. No barbecue or other outdoor cooking pit shall be located thereon nearer than fifteen (15) feet from either side line or end line unless made a part of the residence.

(u) Variances. The Board hereby reserves the right to grant reasonable variances or adjustments of these conditions and restrictions in order to overcome particular difficulties and prevent unnecessary hardship arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements of the Properties and shall not militate against the general intent and purposes hereof.

Section 3. Mechanics' Liens. No labor performed or materials furnished with the consent or at the request of an Owner, his agent, contractor, or subcontractor shall create any right to file a mechanic's lien against a Dwelling Unit of any other Owner who does not consent to or request the same or against any interest in the Common Area. Each contracting or consenting Owner shall indemnify, defend, and hold harmless the Association and each of the other Owners from and against liability arising from the claim of any lienor against the Dwelling Units for labor performed or for materials furnished at the request of the contracting or consenting Owner. Any amount necessary to discharge any such lien and all costs incidental thereto, including attorneys' fees and expenses may be added to Owner's assessments.

Section 4. Association Rules. Every owner, his guests, members of his family, servants, employees, invitees, lessees, and licensees shall adhere strictly to the Rules of the Declaration and the Association.

Section 5. Architectural Controls.

(a) Restrictions. Before anyone shall commence the constructing, reconstruction, remodeling, addition to, or alteration of any building (including color), swimming pool, wall, fence, coping, or other structure whatsoever, or shall commence landscaping or the planting of trees, shrubs, flowers, grass, etc. on any lot, there shall be submitted to Board for transmittal to the Architectural Control Committee two (2) complete sets of plans and specifications for said improvement, the erection or alteration of which is desired, and no such structure improvement or landscaping of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot or property of the wall, fence, coping, or other structure proposed to be constructed, placed, altered, or maintained, together with the proposed color scheme for roofs and exteriors thereof, and in the case of landscaping and plating, such plans shall specify the work contemplated and the specific trees, flowers, shrubs, grass, etc. to be planted.

In order to avoid unnecessary hardship, it is mandatory that all lot owners contemplating such construction, planting, or alteration, as mentioned above, should submit preliminary drawings in duplicate of such work to the Association for transmittal to the Architectural Control Committee in order to obtain tentative action thereon by the Architectural Control Committee before causing the preparation of detailed or complete drawings, plans or specifications, or incurring substantial expenses in that regard. One set of preliminary plans may be retained by the Architectural Control Committee.

The Architectural Control Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in event such plans, specifications and details are not in accordance with all of the provisions of this declaration, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in the event the Architectural Control Committee deems the plans, specifications, or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Architectural Control Committee. The decisions of the Architectural Control Committee shall be final, subject only to reversal upon the affirmative vote of 2/3rds of all of the members of the Board.

Neither the Declarant, Association or the Architectural Control Committee nor any architect or agent of the Declarant, Association, or Architectural Control Committee shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or any defects in any work done according to such plans or such specifications.

(b) Approval. The Architectural Control Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One set of said plans and specifications and details, with the approval or disapproval endorsed thereon, shall be returned to the person submitting same, and the other copy thereof shall be retained by the Architectural Control Committee. In the event there is no action taken to approve or disapprove such plans and specifications and details within thirty (30) days after the delivery thereof to the Architectural Control Committee, and no action has been instituted to enjoin the doing of the proposed work, the provision requiring approval of plans shall be deemed waived.

No building or improvements of any kind constructed or placed upon any of said lots after approval shall be moved or changed without the prior written approval of the Architectural Control Committee.

(c) Organization. The Architectural Control Committee shall consist of three persons appointed by the Board of Directors. Declarant shall have the right to appoint the initial Committee members, whose terms shall expire three (3) years from the date of the filing of this Declaration, and said members need not be Owners. Thereafter, Committee members shall be appointed by the Board of Directors and must be Owners. One Committee member shall serve for one year; one Committee member shall serve for two years; and one Committee member shall serve for three years; and the Board of Directors shall appoint Committee members to replace those whose terms expire. Members of such Architectural Control Committee shall not be entitled to any compensation for services performed.

(d) Committee Address. All plans and specifications which must be submitted in writing for approval hereunder shall be addressed to said Architectural Control Committee at the following address:

Greenhills Homeowners Association
P.O. Box 1321
Junction City, Kansas 66441

Section 6. Maintenance of Dwelling Units.

(a) Owner's Responsibility for Exterior Maintenance. Except as otherwise provided in this Article, each Owner shall be responsible for the maintenance, repair, replacement and care of said Owner's Dwelling Unit. However, as the Association is responsible for insuring the neat, clean, attractive, and sanitary appearance and condition of the Dwelling Units of the properties, the Association may provide for the maintenance, repair, and replacement of Dwelling Unit exteriors including but not limited to the following:

Maintenance, repair, and replacement of water, sewer, electrical, and other systems which serve more than one Dwelling Unit, but not including those portions of such systems which serve only one Dwelling Unit, such as an air conditioning unit, electrical, or plumbing fixtures;

Maintenance, repair and replacement of roofs, steps, patios, drives, fences, balconies, and outer surface of exterior walls;

Painting, repainting and resurfacing of Dwelling Unit exteriors, and

Maintenance, repair and replacement of trees, shrubs, grass and other landscaping.

The Association may provide all or part of these services upon request of the owner(s), at the expense of the requesting owner(s). In addition the Board of the Association, after complaints filed by other owners, may require owners to make necessary repairs, maintenance, replacements, etc. to their property in order to insure the neat, clean, attractive, and sanitary appearance and condition of the Properties.

In case the owner should fail to make the necessary repairs, maintenance, or replacement as directed by the Board as outlined in the By-Laws of the Association, then the Board shall have the right to have such work done at the owner's expense and the Board shall have a lien against the property to secure the payment by the owner of this expense.

(b) Necessity of Agreement. In order to insure the neat, clean, orderly, and sanitary appearance and condition of the Property, the Association will require all of the Dwelling Unit Owners of a multi-dwelling structure to enter into an agreement with the Association, or among themselves, to provide the necessary maintenance and repairs to assure the neat, clean, orderly and sanitary appearance and condition of the Dwelling Unit within the multi-dwelling structure.

(c) Owner's Responsibility for Interior Maintenance. Each Owner shall be responsible for the upkeep and maintenance of the interior of his residence. An owner shall do no act that will impair the structural soundness or integrity of a multi-dwelling structure or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Dwelling Units or other owners.

(d) Duty to Inspect Premises and to Notify of Defects. Each Owner shall have the duty to make reasonable inspections of his Dwelling Unit from time to time to determine if said Dwelling Unit contains any obvious defects, including improper drainage. In the event of discovery of such defect, the Owner also shall have the duty immediately to give written notice of the defect to the Association.

(e) Duty to Repair Defects. In the event a defect as described in Section (d) above may effect the Dwelling Unit of any other Owner of the Common Area, the Owner whose Dwelling Unit has the defect shall repair the

same in a workmanlike fashion within a reasonable time following discovery thereof. Upon the failure of such Owner to do the repair, the Association shall have the duty to enter into and upon the Dwelling Unit and effect such repair, the cost of which shall be chargeable to such Owner by assessment or otherwise.

(f) Willful or Negligent Acts. In the event that any maintenance, repair, or other work is required because of the willful or negligent action or lack of action of any Owner, his family, guests, tenants, invitees, lessees, or licensees, and such maintenance, repair, or other work is not covered or paid for by insurance for the benefit of the Association, the Board may perform such work or cause the same to be performed at such Owner's costs and expense and may make an assessment to recover payment against such Owner, provided except in event of emergency such Owner shall be given ten (10) days' prior notice within which to perform the required maintenance, repair, or work.

Section 7. Insurance.

(a) Dwelling Unit Insurance. Each owner is responsible for the insurance coverages on his Dwelling Unit. However, upon the request of all of the owners of Dwelling Units in any multi-dwelling structures, the Association shall procure fire and all-risk coverage upon each Owner's Dwelling Unit within the multi-dwelling structure for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies and for such premiums and periods as the Association may determine to be appropriate. Such policy or policies shall provide that any loss thereunder shall be payable to the Board as insurance trustee under the Declaration. An amount equal to the cost of such insurance attributable to an Owner's Dwelling unit for one full year shall be paid by such Owner in advance at the time the insurance is first procured, and thereafter the costs of such insurance shall become part of the Owner's regular assessment, commencing with the first assessment thereafter. The cost of said insurance shall be assessed according to the ratio that the Assessable Area of each affected Dwelling Unit bears to the total Assessable Area of all the affected Dwelling Units. The Association shall deliver to each Owner a certificate of insurance certifying that a policy of insurance as required under this Section is in effect and that said policy shall not be cancelled, allowed to lapse or materially altered except upon ten days' prior written notice thereof to the Owner. Each Owner may carry such additional insurance as he deems advisable, but any such additional coverage shall not relieve the Association of any of its duties hereunder, nor shall it diminish the recovery by the Association from any insurer. Each Owner also shall be responsible for his own insurance on the contents of his Dwelling Unit and furnishings and personal property therein.

(b) Rebuilding of Damaged Dwelling Unit. In the event of damage to or destruction of any Dwelling Unit by fire or any other casualty the Owner shall, within a reasonable time, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in conformity in all

respects with the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The Dwelling Unit, when rebuilt or repaired, shall be substantially similar to, and its architectural design and landscaping shall be in conformity with, the design of the original Dwelling Unit and the surrounding Dwelling Units which are not so damaged or destroyed. The Owner shall not be relieved of this obligation to repair or rebuild by the fact that proceeds received from the insurer are not sufficient to cover the cost thereof. If the proceeds received from the insurer by an Owner are insufficient, it shall be the duty of the Owner to pay any deficiency required to accomplish the rebuilding or repair. Upon the failure of such Owner to provide such funds within a reasonable amount of time after notice, the Board may cause the repair or rebuilding as provided, and the amount of the deficiency shall be the Owner's personal obligation and a continuing lien on the Owner's Dwelling Unit.

(c) Waiver of Subrogation. The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Board, its employees and agents, for damage to the Properties or to any personal property located on the Properties, caused by any casualty, to the extent that such damage is covered by fire or other form of casualty insurance. All policies secured by the Association under this Article shall contain waivers of the insurer's rights to subrogation as to any claim against the Association, its Board of Directors, agents, employees, and all other Owners, and providing further that the insurer shall not be entitled to contribution. Mortgagee endorsements shall be made when the Owner's interest is subject to an encumbrance.

ARTICLE VI

PARTY WALLS

The Owner shall possess, in fee simple, that portion of the Party Wall lying within his Dwelling Unit. Each Owner having a Party Wall is hereby granted a mutual reciprocal easement for repair or replacement of said Party Wall. No Owner shall commit or omit any act, the result of which is infringement of the adjoining Dwelling Unit Owner's rights in the Party Wall absent written agreement between such Owners. In the event that any portion of any structure originally constructed by Declarant, including any Party Wall, shall protrude over an adjoining Dwelling Unit, such structure shall not be deemed to be an encroachment upon the adjoining Dwelling Unit nor shall any action be maintained for the removal of or for damage because of such protrusion. The foregoing also shall apply to any replacements of any Party Wall if the same are constructed substantially in conformity with the original Party Wall constructed by Declarant.

The rights and duties of the Owners of lots within this project with respect to party walls or walls erected between adjoining units shall be governed by the following:

Each wall (including patio walls, roof, ceiling, or floor), which is constructed as a part of the original construction of a Multi-Dwelling structure, any part of which is a bearing or dividing wall between separate units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

In the event any such party wall is damaged or destroyed through the act of one adjoining owner, or any of his guests, tenant's licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such, the owner shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining owner.

In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both owners shall bear the responsibility to rebuild or repair the same to as good condition as formerly.

Notwithstanding any other provision of this Article, an owner who by his negligence or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the owners and the third by the two so chosen, or if the two arbitrators cannot agree as to the selection of any third arbitrator within five (5) days, then by any Judge of the District Court of Geary County, Kansas.

ARTICLE VII

DAMAGE OR DESTRUCTION OF PROPERTY

Section 1. Owner's Responsibility to Common Elements. In the event any general common element, damaged or destroyed by an owner or any of his agents, tenants, licensees, agents or members of his family, such owner does hereby irrevocably agree to repair said damaged element, and shall repair said damaged element in a good workmanlike

manner in conformance with the original plans and specifications. The Owner shall pay the amount actually expended for such repairs and any costs and expenses incurred in connection therewith.

Section 2. Damage to Dwelling Units. In the event any Dwelling Unit is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or members of his family, such owner shall, within thirty (30) days from the date of the occurrence of the damage or destruction, repair and rebuild the exterior of said building and any damage to adjacent buildings or property in a good workmanlike manner in conformance with the original plans and specifications used in the construction of said building. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the building and adjacent property within said thirty day period, the Association, by and through its Board of Directors is hereby irrevocably authorized by such owner to repair and rebuild any such building and/or adjacent property in good workmanlike manner in conformance with the original plans and specifications of the buildings. The owner shall repay the Association in the amount actually expended for such repairs.

Section 3. Repairs to Dwelling Units. Each unit owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of work, shall be delinquent and shall become a lien upon said owner's lot and shall continue to be such lien until fully paid. Said charges shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The amount of principal and interest owned by said owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Kansas.

Section 4. Authority of Association. Each such owner, by his acceptance of a deed to a Lot or Dwelling Unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including those specified in Article IV-6(d) and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

Section 5. Insurance. Nothing contained in this Article shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies had not this Article been inserted.

Section 6. Arbitration of Disputes. In the event of a dispute between an owner and the Board of Directors with respect to the cause of damage or the extent of repairs necessitated or with respect to the cost thereof, then upon written request of the owner addressed to the Association the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association or its Board of Directors. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by the Board of Directors, one chosen by the owner, and these two arbitrators shall then choose a third arbitrator. If the two arbitrators cannot agree as to the selection of the third arbitrator, then by any Judge of the District court of Geary County, Kansas. A determination by any two of the three arbitrators shall be binding upon

the owner and the Association, who shall share the cost of arbitration from the other party.

ARTICLE VIII

EASEMENTS

Section 1. Access. Each Owner shall have a nonexclusive easement in, on and through the Common Area for access to said Owner's Dwelling Unit, provided, that access by vehicle shall be only over Public Streets and Driveways provided therefor.

Section 2. Blanket Easements. There is hereby created a blanket easement upon, across, over, and under all of the Common Area for ingress and egress, installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewers, gas, telephone, cable television and electricity. By virtue of this easement, it shall be expressly permissible for the electrical, cable television and/or telephone company providing service to place and maintain the necessary equipment on said Common Area and to affix and maintain electrical, cable television and/or telephone wires, circuits, and conduits on the buildings upon the Common Area. An easement is further granted to all police, fire protection, and ambulance personnel, and all similar persons, to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across, or under the Common Area and any Dwelling Unit to perform the duties of maintenance and repair to the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Area except as approved by the Association. No utility or other lines are to be above ground. All utilities are to be underground. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, the Association may grant such an easement to the Common Area by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this Article shall in no way affect any other recorded easement to said Common Area.

Section 3. Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Dwelling Unit an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Dwelling Unit unintentionally encroaches or shall hereafter (whether because of reconstruction, settling, shifting, or otherwise) encroach upon the Common Area, or upon another Dwelling Unit, the Owner of that encroaching Dwelling Unit shall and does have a perpetual easement for such encroachment and for the maintenance of the same.

Section 4. Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Dwelling Unit of that Owner, and all conveyances and instruments affecting title to a Dwelling Unit shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

ARTICLE IX

MORTGAGEES RIGHTS

Section 1. Prior Written Approval. The prior written approval of all holders of first deeds of trust or first mortgages on the Dwelling Units will be required for any of the following:

- (a) An amendment to the Declaration which (i) changes the ratios of assessments against Owners or (ii) amends this Article Section or any other provision which specifically grants rights to mortgagees hereunder;
- (b) The alienation, release, transfer, hypothecation, or other encumbrance of the Common Area after such Common Area has been conveyed to the Association subject to Declarant's rights herein; except that the consent of mortgagees shall not be required for action by the Association to (i) grant easements for utilities and similar or related purposes, or (ii) to lease or grant licenses;
- (c) The abandonment of the planned unit development or the removal of any part or all of the Properties from the provisions of this Declaration;
- (d) The use of hazard insurance proceeds for any other purpose other than for the repair, replacement, or reconstruction of any damaged improvements;
- (e) The effectuation of any decision by the Association not to maintain fire and extended coverage insurance on the Common Area as provided in this Declaration;
- (f) The waiver or abandonment of the scheme of Architectural Control of the enforcement thereof.

Section 2. Notica to Mortgagees. Each holder of a first deed of trust on any Dwelling Unit shall, upon written request by such holder to the Board, receive any of the following:

- (a) Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit covered by the deed of trust;
- (b) Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners;
- (c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- (d) Notice of the decision of the Owners or the Association to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;
- (e) Notice of substantial damage to or destruction of any Dwelling Unit, or any part of the Common Area;

(f) Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area;

(g) The right to examine the books and records of the Association at any reasonable time;

(h) Notice of any default of the holder's Owner which is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the Existence of the default.

Section 3. Form of Request. The request of a holder shall specify which of the above it desires to receive and shall indicate the address to which any notices of documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a holder who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a holder hereunder and in the event of multiple requests from purported holders of the same Dwelling Unit, the Association shall honor the most recent request received.

Section 4. Protection. No violation or breach of or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid, or impair the lien of any mortgage taken in good faith and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the Lot or Dwelling Unit and listing the name or names of the Owner or Owners thereof and giving notice of such violation, breach, or failure to comply. However, any purchaser on foreclosure or person accepting a deed in lieu thereof shall take subject to this Declaration.

Section 5. Mortgagee's Rights on Common Area. In the event of substantial damage to, or destruction of, any part of the Common Area, any distribution of insurance proceeds hereunder shall be made to the Owners and their respective mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the first mortgagee of a Dwelling Unit with respect to any such distribution; provided, however, that nothing in this Section 5 shall be construed to deny the Association the right to apply any such proceeds to repair or replace damaged portions of the Common Area. The Association shall notify the appropriate mortgagee forthwith whenever damage to the Common Area exceeds \$10,000.00.

ARTICLE X

CONDEMNATION PROCEDURE

Section 1. Condemnation of Common Area. In the event of a proceeding in condemnation or partial condemnation of any Common Area by any governmental authority authorized so to do, then the proceeds from such condemnation attributable to the Common Area shall be distributed to the Owners based upon the proportion of their Dwelling Unit to the sum total of all the Dwelling Units of the Properties (i.e. 1/221st).

Section 2. Condemnation of Dwelling Units. If a multi-dwelling structure in which a Dwelling Unit is housed is condemned, then the proceeds of any such condemnation shall be distributed as agreed to by each Owner and the entity performing the condemnation, without prejudice to the right of such Owners to negotiate or agree jointly.

Section 3. Lien Holders Rights. When a condemnation occurs and the Dwelling Unit is subject to an encumbrance, the Association shall send written notice forthwith to all holders of mortgages or first deeds of trusts covering any Dwelling Unit affected thereby. The proceeds due the Owner by reason of such condemnation shall be paid to the holder of the encumbrance. The holder of a mortgage or first deed of trust shall be entitled to priority over all other parties with respect to any distribution of condemnation proceeds. Any excess amount not required to clear the encumbrance shall be paid to Owner.

ARTICLE XI

DELETED

ARTICLE XII

COMPULSORY ARBITRATION

All controversies, claims, and matters of difference, including all questions as to whether the right to arbitrate any questions exists, excepting those matters for which this Declaration specifically provides another method of settlement or enforcement, arising between or among the Owners, the Association, the Board, the Manager, and any agent or committee of the Association or Board, shall be settled by arbitration in Junction City, Kansas, according to the rules and practices of the American Arbitration Association from time to time in force, except that if such rules and practices shall conflict with the Kansas Rules of Civil Procedure or any other provisions of Kansas law then in force, such Kansas rules and provisions shall govern. This submission and agreement to arbitrate shall be specifically enforceable. Arbitration may proceed in the absence of either party if notice of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by the Kansas Rules of Civil Procedure, and the costs of arbitration, including reasonable attorneys' fees, shall be borne by the losing party thereto unless the arbitrators specify otherwise. All awards of the arbitrators may be filed with the Clerk of the District Court of Geary

County, State of Kansas, as a basis of declaratory or other judgment and for the issuance of execution, and, at the election of the party making such filing, with the Clerk of one or more other courts, state or federal, having jurisdiction over the party against whom such an award is rendered or its property. No party shall be considered in default hereunder during the pendency of arbitration proceedings relating to such default.

ARTICLE XIII

DURATION AND AMENDMENTS

Section 1. Amendments. This Declaration shall remain in full force and effect for as long as the Properties remain as a residential development. Except as hereinafter provided, the Declaration may not be amended or revoked, nor may any Common Area used or held for the benefit of all the Dwelling Units on the Properties be abandoned, partitioned, subdivided, sold, encumbered, or transferred except by a vote of Owners representing not less than 75 percent of all Owners' interests in the Dwelling Units. Whenever an Owner's interest is subject to an encumbrance in the nature of a first mortgage, his vote shall be included in said required percentage only upon concurrence of the holder of the encumbrance. Such amendments shall be effective only upon the recordation of the certificate setting forth the amendment signed by the Owners and the first mortgagees representing not less than 75 percent of all the interests in the Dwelling Units. No amendments to this Declaration shall be in conflict with the laws of the State of Kansas. No amendments shall affect the rights of Declarant herein unless approved and consented to by Declarant in writing.

Section 2. Special Amendments. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities and/or (b) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Dwelling Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Declarant to make, execute, and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Dwelling Unit or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Dwelling Unit.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. The failure of any Owner to comply with the provisions of this Declaration, the By-Laws, and any Articles of Incorporation of the Association will give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages or injunctive relief, or both. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Equal Treatment of Owners. These restrictions shall be applied to all owners without discrimination.

Section 3. Invalidity. Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability, or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 4. Claims. No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any provision of this Declaration or for failure of the Association or Declarant to enforce any provision hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

Section 5. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 6. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration nor the intent of any provision hereof.

Section 7. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, when the context so requires.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer, this 22 day of August, 1980.

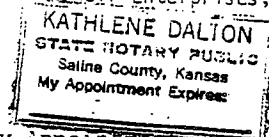
BUD WEIR ENTERPRISES, INC.

BY: Bud Weir, President

State of Kansas, Geary County, ss:

The foregoing instrument was acknowledged before me this day of August, 1980, by Bud Weir, President

of Bud Weir Enterprises, Inc. a Texas corporation, on behalf of the corporation.



Notary Public
Kathlene Dalton

My Appointment Expires: _____



CERTIFICATE OF AMENDMENT TO
BY-LAWS OF GREENHILLS HOMEOWNERS ASSOCIATION

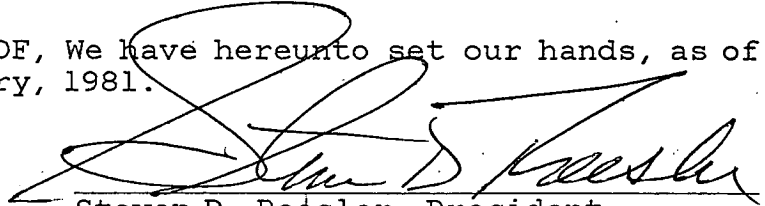
The undersigned, President and Secretary of Greenhills Homeowners Association, hereby certify that at the annual meeting of members of said Association duly called and held on the 22nd day of January, 1981, by unanimous vote of the sole member a resolution was adopted to amend the By-Laws of this Association, which are recorded in the office of the Register of Deeds of Geary County, Kansas, in Miscellaneous Book 29 at Pages 73-91, as follows:

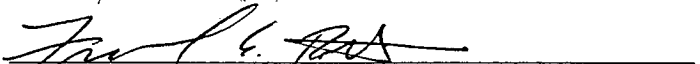
"BE IT RESOLVED, That SECTION 3 of ARTICLE II of the By-Laws of this Association be amended to read as follows:

SECTION 3. "Declarant" shall mean and refer to WREN Corporation, a Kansas corporation with its registered office at 2141 Centennial Road, Salina, Kansas, its successors and assigns."

We further certify that said Amendment was duly adopted and made in accordance with the provisions of ARTICLE XIII of the By-Laws of this Association.

IN WITNESS WHEREOF, We have hereunto set our hands, as of this 22nd day of January, 1981.



Steven D. Roesler, President


Frank E. Roth, Secretary

State of Kansas)
) ss
Saline County)

SHAROLYN SHEPARD
NOTARY PUBLIC
State Of Kansas
My Appointment Expires:

The foregoing instrument was acknowledged before me this 22nd day of January, 1981, by Steven D. Roesler, President, and Frank E. Roth, Secretary, of Greenhills Homeowners Association, a Kansas corporation, on behalf of the corporation.


Notary Public

STATE OF KANSAS } SS
 GEARY COUNTY }

This instrument was filed for record
 on the 4 day of September, D.
1990, at 3:50 o'clock P.M. and duly
 Recorded in Book 29 page 73-91
 Fee \$ 23.00

BY-LAWS

OF

Register of Deeds

Merilee K. Smith
Deputy

GREENHILLS HOMEOWNERS ASSOCIATION

ARTICLE I

Name and Location

SECTION 1. The name of the corporation is Greenhills Homeowners Association.

SECTION 2. The principal and registered office of the corporation in the State of Kansas is at West Ash and U.S. 77 Highway, (c/o KJCK Radio), Junction City, Geary County, Kansas 66441.

SECTION 3. Other offices for the transaction of business of the corporation may be located at such places in the State of Kansas or elsewhere as the Board of Directors may from time to time determine.

ARTICLE II

Definitions

SECTION 1. "Association" shall mean and refer to Greenhills Homeowners Association, a Kansas not-for-profit corporation, its successors and assigns.

SECTION 2. "Common Area" shall mean the real property and improvements reserved or constructed for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is that shown on the recorded plat for Greenhills West Addition Units One and Two as filed of record in the office of the Register of Deeds of Geary County, Kansas. The terms "Open Space" and "Common Open Space" shall be synonymous with the term Common Area.

SECTION 3. "Declarant" shall mean and refer to the Bud Weir Enterprises, Inc., a Texas corporation, its successors and assigns.

SECTION 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Greenhills Addition.

SECTION 5. "Dwelling Unit" shall mean and refer to each residence constructed (actual Dwelling Unit) or to be constructed (proposed Dwelling Unit) on the Lots and any portion thereof, including patios, fences, garages and basements, if any, along with the real property on which the Dwelling Unit is located as described in the deed to such Dwelling Unit. There shall be a maximum of 221 Dwelling Units which shall be located on the Lots in the maximum number assigned to each Lot as set forth on annexed Exhibit "B". As each Lot or portion of a Lot is sold and conveyed by the Declarant, the Declarant shall assign the maximum number of Dwelling Units which shall be located on such Lot or portion thereof, in accordance with the maximum number of Dwelling Units to be located on each Lot as set forth in annexed Exhibit "B". All membership rights, voting rights and assessment obligations shall be based upon the number of actual and proposed Dwelling Units (whether constructed or to be constructed) owned by each member of the Association.

SECTION 6. "Greenhills Addition" as used herein shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Greenhills West Addition Units One and Two, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 7. "Lot" shall mean and refer to each plot of land shown upon a recorded subdivision survey or map of the Greenhills Addition with the exception of the Common Areas and public streets.

SECTION 8. "Member" shall mean and refer to every person or entity entitled to membership in the Association as provided in the Declaration.

SECTION 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Dwelling Unit which is a part or is to be a part of Greenhills Addition, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 10. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Greenhills West Addition Units One and Two and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

Meeting of Members

SECTION 1. Annual Meeting. Regular annual meetings of the members shall be held on the fourth Thursday in January of each year, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the board of directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 but not more than 30 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 51% of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat

shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. Proxies. At all meetings of the members each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Dwelling Unit.

ARTICLE IV

Board of Directors

SECTION 1. Number. The affairs of this Association shall be managed by a board of seven (7) or more directors, who need not be members of the Association.

SECTION 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at the expiration of the initial term of each respective director a successor shall be elected to serve a term of three years.

SECTION 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

SECTION 4. Compensation. No director shall receive compensation for any service he may render to the Association as a member of the Board of Directors; provided that the Secretary and Treasurer may be compensated for services rendered to the Association as its Secretary or Treasurer. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

SECTION 6. Vacancies. Vacancies in the Board of Directors shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until expiration of the unexpired term of his predecessor.

ARTICLE V

Nomination and Election of Directors

SECTION 1. Nomination. Nomination for election to the board of directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the board of directors, and two or more members of the

Association. The Nominating Committee shall be appointed by the board of directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members of the Association.

SECTION 2. Election. Election to the board of directors shall be by secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

ARTICLE VI

Meeting of Directors

SECTION 1. Regular Meeting. Regular meetings of the board of directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the board of directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

SECTION 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

ARTICLE VII

Powers and Duties of the Board of Directors

SECTION 1. Powers. The board of directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for each infraction thereof;

(b) Suspend the voting rights and right to use the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 30 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not

reserved to the membership by other provisions of these By-Laws, or the Declaration;

(d) Declare the office of a member of the board of directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the board of directors;

(e) Employ a manager, independent contractors and such other employees and agents as they deem necessary, and to prescribe their duties and compensation; and

(f) In its discretion, cause an audit of the books and records of the Association to be performed.

SECTION 2. Duties. It shall be the duty of the board of directors to:

(a) Cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the members at the annual meeting of the members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration to:

(1) Fix the amount of the annual assessments, if any, against each Lot or Dwelling Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment in every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on the Common Area.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) Cause the Common Area to be maintained.

(h) Insure the attractive, neat, orderly, and sanitary appearance and maintenance of the Dwelling Units owned by the residents of the Properties.

ARTICLE VIII

Officers and Their Duties

SECTION 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the board of directors, secretary, and a treasurer, and such other officers as the board may from time to time by resolution create.

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

SECTION 3. Term. The officers of this Association shall be elected annually by the board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualify to serve.

SECTION 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with or without cause upon the vote of a majority of the members of the board. Any officer may resign at any time giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. The vice-president may also hold the office of assistant secretary or assistant treasurer. The secretary and treasurer may also hold the office of vice-president.

SECTION 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the board of directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the property against which the assessment is made. Assessments and fees shall be due and payable on the first day of each month or the first day of the period fixed for payment of the assessment or fees, and shall become delinquent unless paid within ten (10) days thereafter. All unpaid assessments and fees shall be subject to a late charge for nonpayment as may be determined from time to time by the Board. If the assessment is not paid within thirty (30) days

after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise avoid liability for the assessments provided for herein by nonuse of the Common Area or abandonment of a Lot or Dwelling Unit.

ARTICLE XII

Voting Rights

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Members with the exception of the Declarant and shall be entitled to one vote for each Dwelling Unit owned. When more than one person holds an interest in any Dwelling Unit, all such persons shall be members. The vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Dwelling Unit.

Class B. The Class B member shall be the Declarant and shall be entitled to two (2) votes for each Dwelling Unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or five years from the date of the Declaration, whichever occurs earlier.

ARTICLE XIII

Amendments

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of the majority of a quorum of members present in person or by proxy.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

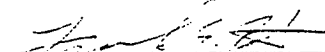
Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of Incorporation and end on the 31st day of December.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Greenhills Homeowners Association, a Kansas corporation and that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 24th day of August, 1980.


Secretary

Frank E. Roth

State of Kansas)
Saline County)

The foregoing instrument was acknowledged before me this ____ day of August, 1980, by _____, Secretary of Greenhills Homeowners Association, a Kansas corporation, on behalf of the corporation.

Notary Public
Kathlene Dalton

My Appointment Expires:

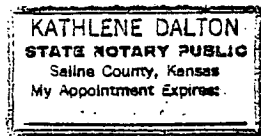


EXHIBIT "B"

To Declaration of Covenants,
Conditions and Restrictions of
Greenhills Homeowners Association

Lot No.	Lot Size (in sq. ft.)	Maximum No. of Dwelling Units	Minimum Sq. Ft. Per Dwelling Unit		
			One Story	Two Story	
				1st Floor	2nd Floor
1	230,477-	46	300	500	300
2	68,391	15	1,000	500	400
3	33,982	7	1,000	600	400
4	129,627-	28	1,000	600	400
5	69,040	15	1,000	600	400
6	11,830	1	1,200	800	400
7	10,533	1	1,200	800	400
8	10,090	1	1,200	800	400
9	10,000	1	1,200	800	400
10	10,000	1	1,200	800	400
11	10,012	1	1,200	800	400
12	10,099	1	1,200	800	400
13	10,934	1	1,200	800	400
14	10,018	1	1,200	800	400
15	11,622	1	1,200	800	400
16	11,226	1	1,200	800	400
17	10,797	1	1,200	800	400
18	10,367	1	1,200	800	400
19	10,588	1	1,200	800	400
20	15,567	2	1,200	800	400
21	18,525	2	1,200	800	400
22	12,000	2	1,200	800	400
23	12,000	2	1,200	800	400
24	13,686	2	1,200	800	400
25	15,092	2	1,200	800	400
26	16,209	2	1,200	800	400
27	15,548	2	1,200	800	400
28	13,278	2	1,200	800	400
29	13,902	2	1,200	800	400
30	12,600	1	1,200	800	400
31	13,450	1	1,200	800	400
32	13,567	1	1,200	800	400
33	11,146	1	1,200	800	400
34	11,723	1	1,200	800	400
35	10,524	1	1,200	800	400
36	12,229	1	1,200	800	400
37	12,292	1	1,200	800	400
38	12,522	1	1,200	800	400
39	14,783	2	1,200	800	400
40	18,573	2	1,200	800	400
41	19,954	2	1,200	800	400
42	13,934	1	1,500	1,000	500
43	13,916	1	1,500	1,000	500
44	10,067	1	1,500	1,000	500
45	10,000	1	1,500	1,000	500
46	10,440	1	1,500	1,000	500
47	11,564	1	1,500	1,000	500
48	12,490	1	1,500	1,000	500
49	12,522	1	1,500	1,000	500
50	11,147	1	1,500	1,000	500
51	10,924	1	1,500	1,000	500
52	10,356	1	1,500	1,000	500

EXHIBIT "B", continued

Lot No.	Lot Size (in sq. ft.)	Maximum No. of Dwelling Units	Minimum Sq. Ft. Per Dwelling Unit	
			One Story	Two Story 1st Floor 2nd Floor
53	11,022	1	1,500	1,000 500
54	12,384	1	1,500	1,000 500
55	10,246	1	1,500	1,000 500
56	11,873	1	1,500	1,000 500
57	11,648	1	1,500	1,000 500
58	11,391	1	1,500	1,000 500
59	11,312	1	1,500	1,000 500
60	10,780	1	1,500	1,000 500
61	83,910	8	1,500	1,000 500
62	14,007	1	1,500	1,000 500
63	16,626	1	1,500	1,000 500
64	19,671	1	1,500	1,000 500
65	12,950	1	1,500	1,000 500
66	15,791	1	1,500	1,000 500
67	11,281	1	1,500	1,000 500
68	11,626	1	1,500	1,000 500
69	14,397	1	1,500	1,000 500
70	16,062	1	1,500	1,000 500
71	12,015	1	1,500	1,000 500
72	11,085	1	1,500	1,000 500
73	12,507	1	1,500	1,000 500
74	14,423	1	1,500	1,000 500
75	12,453	1	1,500	1,000 500
76	14,622	1	1,500	1,000 500
77	10,065	1	1,500	1,000 500
78	10,308	1	1,500	1,000 500
79	12,114	1	1,500	1,000 500
80	12,354	1	1,500	1,000 500
81	12,227	1	1,500	1,000 500
82	11,099	1	1,500	1,000 500
83	14,175	1	1,500	1,000 500
84	11,511	1	1,500	1,000 500
85	10,146	1	1,500	1,000 500
86	10,512	1	1,500	1,000 500
87	10,163	1	1,500	1,000 500
88	10,694	1	1,500	1,000 500
89	10,236	1	1,500	1,000 500
90	10,433	1	1,500	1,000 500
91	11,222	1	1,500	1,000 500
92	11,433	1	1,500	1,000 500
93	12,499	1	1,500	1,000 500
94	10,599	1	1,500	1,000 500
Tract A	26,830	1	1,500	1,000 500
Total	1,728,867	221	1,500	1,000 500

1,728,867
1,698,175

