

SERRA RIDGE TOWNHOMES ASSOCIATION
4040 TENTH AVENUE
LEAVENWORTH, KS 66048

The following Amendments are hereby adopted by majority vote of the Serra Ridge Townhomes Association membership at the Annual Meeting held April 28, 1998.

A M E N D M E N T S T O B Y L A W S

Article III, Section 1. Association Responsibilities and Annual Meetings

The townhouse unit owners will be members of the Serra Ridge Townhomes Association, Inc., a Kansas nonprofit corporation, which will have the responsibility, acting through its Board of Directors and the Association officers, subject to the terms and provisions of the Declaration and these Bylaws, of administering the affairs of the Association, establishing and administering the affairs of the Association, establishing and collecting monthly and other assessments and as more particularly described in these Bylaws. Promptly after Class B membership shall terminate, as provided in paragraph 5.2 of the Declaration, Declarant shall notify all townhouse unit owners thereof, and the first annual meeting of the townhouse unit owners shall be held within thirty (30) days thereafter on a call issued by the President. At such meeting all members of the Board of Directors appointed by Declarant shall resign as members of the Board of Directors, and all townhouse unit owners, including Declarant, if Declarant shall then own any townhouse units, shall elect a new Board of Directors. Thereafter, the annual meetings of the townhouse unit owners shall be held on the third (3rd) Wednesday of each April. At such meetings the Board of Directors shall be elected by ballot of the townhouse unit owners in accordance with Section 4 of Article II of these Bylaws. So long as Declarant shall own one (1) or more townhouse units, Declarant shall be entitled to elect at least one (1) member of the Board of Directors who shall serve for a term of one (1) year. The townhouse unit owners may transact such other business at such meeting as may properly come to them.

NOTE: See additional changes made previously to this Article and Section in Declaration dated June 20, 1995.

Article VII, Section 3. Negligence

A townhouse unit owner shall be liable for the expense of any maintenance, repair or replacement to or of the common areas and facilities or any townhouse unit, including his own, rendered necessary by his act, neglect or carelessness, or by that of any member of his household, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association. A townhouse unit owner shall pay the Association for a period of three (3) years, paid in advance annually, the amount of any increase in its premium occasioned by the townhouse unit or its appurtenances, or of the common areas and facilities.

AMENDMENTS TO DECLARATION

Paragraph 4.3 - Maximum Occupancy

Each unit shall not be occupied by more than six (6) individuals on a permanent basis. Definition of permanent basis is more than thirty (30) days.

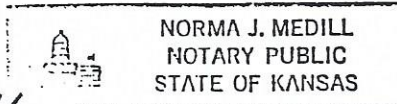
Paragraph 6.2 - Default in Payment of Common Expenses or Dues

In the event of default by a townhouse unit owner in paying to the Association the common expenses (dues) as determined by the Board of Directors, such townhome unit owner shall be obligated to pay interest at the maximum rate allowed by law in the State of Kansas. The townhome unit owner shall not have any vote at meetings until such time the default is cured. The townhome unit owner shall also be obligated to reimburse the Association for any and all legal fees incurred as a result of or in attempt to collect such past due amounts past the 10th day of each given month.



Ferne E. Theel, Association President

Dated: April 28, 1998




Norma J. Medill, Notary Public

Commission Expires August 1, 1998

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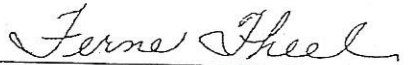
RESOLUTIONS
OF
SERRA RIDGE TOWNHOMES ASSOCIATION, INC.

The undersigned, Ferne Theel, hereby certifies that she is the duly elected, qualified and acting President of Serra Ridge Townhomes Association, Inc. a Kansas corporation, and as such is familiar with the books and records of said corporation, that the following resolutions were duly adopted by written consent of all of the directors of the corporation dated March 23, 1999, by all of the directors of the corporation, that the following is a true and correct copy of said resolutions as they appear in the minute book of said corporation, and that said resolutions have not been amended and are in full force and effect:

RESOLVED, that the attached Amendments to Bylaws adopted April 28, 1998, have been and hereby are enacted by the Board of Directors as amendments to the Declaration and Bylaws of the corporation on this date.

RESOLVED, that the attached **RULES AND REGULATIONS FOR SERRA RIDGE TOWNHOMES ASSOCIATION, INC. ADOPTED MARCH 23, 1999** have been and hereby are enacted by the Board of Directors as amendments to the Declaration and Bylaws of the corporation on this date.

Dated: March 23, 1999.


Ferne Theel, President

STATE OF KANSAS

COUNTY OF LEAVENWORTH

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BE IT REMEMBERED, that on this 23 day of March, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ferne Theel, President, Serra Ridge Townhomes Association, Inc., who duly acknowledged before me that she executed the foregoing instrument.

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


Notary Public

My commission expires _____

CAROL G. HALL
NOTARY PUBLIC
STATE OF KANSAS

My Appt. Exp. 6-28-2002

RULES AND REGULATIONS
FOR SERRA RIDGE TOWNHOMES ASSOCIATION, INC.
ADOPTED MARCH 23, 1999

1. No part of the premises shall be used for any purpose except residential. No portion or all of any townhouse unit may be used as a professional office whether or not accessory to a residential use.
2. There shall be no obstruction of the common areas nor shall anything be stored in the common areas or in areas exterior to the townhomes without the prior consent of the Board of Directors. Each townhouse unit owner shall be obligated to maintain his townhouse interior and exterior unit in good order and repair in accordance with the provisions of the Declaration, Bylaws and these Rules. Failure to maintain shall be abated in accordance with Section 5, Article VII of the Bylaws.
3. Nothing shall be done or kept in or around any townhouse unit or in the common areas which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. No townhouse unit owner shall permit anything to be done, or kept on or in or around his townhouse unit, patio or in the common areas, which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law.
4. All traffic and parking signs and markers in the common areas shall be strictly observed. The speed limit upon the streets within the common areas shall be ten (10) miles per hour.
5. There shall be no placement of any signage in or around the townhome units and/or commons areas.
6. No noxious or offensive activity shall be carried on in any town house unit interior or exterior, or in the common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other townhouse unit owners. No townhouse unit occupants shall make or permit any disturbing noises in the building by himself, his family, agents, visitors, licensees, and lessees, nor do or permit anything by such persons that will interfere with the rights, comfort, or convenience of other townhouse unit occupants. No townhouse unit occupants shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated, a stereo, phonograph, television set, or radio or other such device in the premises if the same shall disturb or annoy other occupants of the buildings.

7. Nothing shall be done in or around any townhome unit or in, on, or around the common areas and facilities which will impair the structural integrity of any building or which would structurally change any of the buildings.
8. The interior and exterior areas of the townhome units and common areas shall be kept free and clear of rubbish, debris and other unsightly materials.
9. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon written consent of the Board of Directors.
10. All radio, television, or other electrical equipment of kind or nature installed or used in each townhouse unit, shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters, and the public authorities having jurisdiction of the property, and the townhouse unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such townhouse unit.
11. Any consent or approval given under these rules and regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors.
12. Townhome unit owners shall be responsible for the conduct of children of owners, non-owner occupiers and/or guests at all times while they are present in or around the townhome unit and/or the common area. The townhome unit owner shall be liable for any damages arising from the conduct of non-owner-occupiers and/or their guests.
13. Complaints regarding the management of the townhouse units and common areas and facilities or regarding actions of other owners shall be made in writing to the Board of Directors.
14. Use of common elements electricity and water is prohibited unless prior written consent is given by the Board of Directors or the managing agent.
15. Townhome unit owners shall be allowed to lease their townhomes in accordance with this Rule 15 and Article V. of the Bylaws. No lease between a town-home owner and a non-owner shall be valid until and unless the Board of Directors consents to such lease in writing. Such consent will not be unreasonably withheld. Once written consent has been obtained, the Board of Directors reserves the right to revoke its consent if the townhome owner's obligations under this

paragraph 15 and the Declaration, Bylaws and Rules are not met. Thereupon, the Board of Directors shall have the right to obtain an order for immediate possession and remove any and all individuals from the premises. Townhome owners shall be allowed to lease their townhomes to non-owners if and only if the following conditions are met prior to and during the occupancy by the non-owner:

a. At least thirty (30) days prior to the occupancy of the townhome by the non-owner, the townhome owner or his agent shall provide the Board of Directors with a certificate of title certified to date, showing marketable title in the townhome owner, subject only to a bona fide mortgage as set forth in Article V of the Bylaws.

b. A written lease shall be required for all townhome tenancies. The lease shall clearly state that this lease is NOT subject to the Kansas Landlord Tenant Act and that the Board of Directors, by duly authorized action, has the right to evict any and all tenants for any violation of the Declaration, Bylaws or Rules. Each written lease shall incorporate the Declaration and the Bylaws and the Rules into the lease. The written consent of the Board of Directors shall be required on all leases of the townhomes before they become effective.

c. At least ten (10) days prior to occupancy of the townhome by a non-owner, the townhome owner shall be required to provide the Board with any written applications to lease, the written lease and any contract between the townhome owner and its leasing agent.. The townhome unit owner shall provide the leasing agent and the non-owner occupier with a copy of the Declaration, Bylaws and the Rules.

d. The townhome unit owner shall in writing indemnify the Board of Directors and hold them harmless against any loss or liabilities of any kind or character whatsoever arising from non-owner occupied townhomes.

e. This Rule 15 shall become effective with respect to any non-owner occupancy commencing June 30, 1999 or later.

16. Any and all attorney fees incurred by the Board for enforcement of the Declaration, Bylaws or Rules, shall be reimbursed to the Board in accordance with Section 4, Article V of the Bylaws.

17. As is provided in Section 2, Article VII, of the Bylaws, the Board of Directors may enforce violations of these rules with fines up to and including \$500.00 (FIVE HUNDRED DOLLARS) for each violation.

STATE OF KANSAS
COUNTY OF LEAVENWORTH }
FILED FOR RECORD

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DORA I. PARMER
REGISTER OF DEEDS

**SUMMATION OF THE RULES FOR
SERRA RIDGE TOWNHOMES ASSOCIATION BYLAWS (2007)**

This list is a brief summary of the more frequently violated rules. It includes, but is not limited to, rules established by the Serra Ridge Townhomes Association and published in the By-laws.

1. **TRASH** - Trash pickup day is Thursday. Trash should not be placed out more than 24 hours prior to scheduled pick-up. (This is a Leavenworth City ordinance)
2. **PETS** - Pets are **not** allowed (only small birds and fish).
3. **RECREATIONAL VEHICLES** - Recreational vehicles of any kind (boats, trailers, motor homes, etc.) are not allowed to be parked at Serra Ridge. (They will be towed at the owner's expense)
4. **BUSINESS** - Conducting a commercial business from a Serra Ridge unit is prohibited (childcare, babysitting, etc.)
5. **PARKING** - Parking is not permitted on the common driveways or the grass. One car in front of your garage door is permitted; all others must be parked on the provided pads.
6. **DRIVING** - Driving, riding bikes, skateboarding or roller blading on the grass is not allowed.
7. **CHILDREN** - Children should be supervised at **all** times.
8. **VEHICLES** - Unlicensed vehicles are not to be stored at Serra Ridge. (This is a Leavenworth City ordinance)
9. **SPEED LIMIT** - The speed limit at Serra Ridge is 10 mph.
10. **HEAVY EQUIPMENT** - With the exception of moving vans and contractors working in this area, heavy equipment is not to be driven or parked at Serra Ridge.
11. **OFFENSIVE ACTIVITIES** - Loud noises, music, etc., that disturbs others are prohibited.
12. **OUTSIDE STRUCTURE** - The outside structure of the buildings is not to be altered in any way without written consent of the Board.
13. **COMMON AREAS** - Common areas are to be kept free of debris, large toys, bikes, skateboards, balls, and unsightly materials.

14. **RESPONSIBILITY** - Homeowners are responsible for informing tenants about the Associations's rules and regulations.

15. **CLEANUP** - Homeowners area of responsibility extends 14 ft. from your unit. This means you are responsible for weeding, trimming bushes, picking up newspapers, and generally maintenance of your area.

16. **SNOW REMOVAL** - Please work with the snow removal guys - They need you to move your vehicles away from your garage doors so they can safely get in there and remove the snow from your driveways. The same holds true for the parking pads.