

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SERRA RIDGE TOWNHOMES

THIS DECLARATION, made on this 20th day of June, 1995, by Sierra Ridge Townhomes Association, Inc., hereinafter referred to as "Declarant", pursuant to the provisions of the Kansas Townhouse Ownership Act for the purpose of submitting the real estate which is hereinafter described and the improvements located or to be located thereon to the provisions of the Kansas Townhouse Ownership Act.

1. Submission of Real Estate to Kansas Townhouse Ownership Act. Declarant is the record owner of the following described real estate located in Lot 2 of Chambers' Subdivision to the City of Leavenworth:

Lot Two (2), Chambers Subdivision to
the City of Leavenworth, Leavenworth
County, Kansas,

which Declarant submits to this Declaration and to the provisions of the Kansas Townhouse Ownership Act.

2. Definitions. The terms used in this Declaration shall have the meanings stated in the Kansas Townhouse Ownership Act, K.S.A. 58-3701 through 58-3713, as such act may be amended from time to time, and which is hereinafter referred to as the Townhouse Ownership Act, and as follows:

2.1 Townhouse Unit means a unit as defined by the Townhouse Ownership Act and as described in paragraph 3 of this Declaration.

2.2 Townhouse Unit Owner means the unit owner as defined by the Townhouse Ownership Act, and shall include the contract purchaser of a townhouse unit. All townhouse owners are members of the association.

2.3 Association of Townhouse Owners, referred to also as Association, means the Serra Ridge Townhomes Association, Inc., a Kansas not-for-profit corporation, and its successors.

2.4 Common Areas and Facilities means and includes all land shown on any Plat of Survey which is intended to be devoted to the common use and enjoyment of the members and specifically includes Tract A and Tract B as reflected in the Plat, together with the following:

(a) All real estate owned in fee simple by the Association.

(b) All recreational facilities, structures, playground equipment, trees, landscaping or other improvements located upon real estate owned by the Association.

(c) All items of personal property or equipment installed for use for the benefit of more than one townhouse unit owner, such as trash receptacles, pipes, wires, conduits, and other public utility lines and facilities.

2.5 Common Expenses mean and include:

(a) Expenses of administration, management, insurance expenses (liability and damage replacement by fire or otherwise), outside lighting expenses and maintenance (including materials and labor) operation, repair and replacement of the common areas and facilities and utility lines which cross the common areas;

(b) Expenses declared common expenses by the Association and assessed against the townhouse unit owners;

2.6 Building means a structure in which townhouse units are located. Each townhouse unit includes the land on which the structure is located, as well as additional land as described in the Plat.

3. Property Rights.

3.1 Ownership of Townhouse Units. Upon recording this Declaration, the property shall become subject to the provisions of this Declaration and of the Townhouse Ownership Act, and all townhouse units shall thereupon be

capable of ownership in fee simple or of any lesser estate, otherwise dealt with in the same manner as other real property, but subject, however, to the provisions, conditions, and limitations imposed by the Townhouse Ownership Act, this Declaration, the By-Laws and any rules and regulations adopted by the Association.

3.2 Townhouse Unit Owners' Easements of Enjoyment. Every townhouse unit owner shall have a right of easement of enjoyment in and to the common area which shall be appurtenant to, and shall pass with the title to every townhouse unit, and shall be subject, however, to the following limitation:

(a) the right of the Association to adopt rules and regulations governing the use and enjoyment of the common area, and to suspend the voting rights of, and rights to the use of any recreational facilities located in and upon the common area by a townhouse unit owner for a period not to exceed sixty (60) days for any infraction of such adopted and published rules and regulations.

(b) the right of the Association to suspend the voting rights and the rights to the use of any recreational facilities located in or upon the common area by a townhouse unit owner for any period during which any assessment against his townhouse unit remains unpaid.

(c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by 75% of all members.

(d) the right of the Association, in accordance with its Articles and bylaws, to borrow money for the purpose of improving or repairing the common area and in aid thereof. Any such mortgage shall provide that in the event of a default, the lender shall have no rights that shall in anyway impede, limit or restrict the right of easement to a townhouse unit owner to the use of a common area for the unrestricted ingress and egress to and from his townhouse unit.

(e) the right of the Association to assign to townhouse unit owners nonexclusive parking privileges in the parking areas designated by the Association.

(f) the right of the Association to take such steps as are reasonably necessary to protect the above described common areas and facilities against foreclosure.

4. Occupant Restrictions

4.1 Use of Vacant Land. Any townhouse unit owner may not plant any grass, flowers, trees, shrubs or any other plant on any vacant land lying within the boundaries of any unit, without the consent of the Association.

4.2 Pets. Pets of any kind, (dogs, cats, commonly known farm animals), are prohibited by the Association for units being newly occupied (rented or owned) effective as of the filing of this declaration with the Leavenworth County Register of Deeds. Existing pets are allowed provided they are leashed when outside. This paragraph does not apply to small caged animals such as birds, fish, etc.

4.3 Maximum Occupancy. Each unit shall not be occupied by more than six (6) individuals on a permanent basis.

5. Powers and Duties of the Association.

5.1 Duties. The Association shall have the following duties:

(a) To maintain, repair, and replace the exterior of all buildings, including but not limited to all structural parts, party walls, roofs, guttering, eaves, and any other items not in the interior of a townhouse unit; provided, however, that the maintenance and repair of the patio areas shall be the responsibility of the owner of the townhouse unit to which such patio is a part. The exterior of a building shall not however, include screens, or storm windows, storm glass or storm doors.

(b) To improve, maintain, and repair the common area and facilities and to replace items therein when necessary, all of which includes but is not limited to, grass areas, flower gardens, shrubs, trees, plants, driveways, streets, curbs, walkways, drainage, lighting facilities, and to remove snow and ice from the common area, except that all grass, trees, flowers, shrubs and plants located on each unit which are outside the boundaries of the buildings and patio, but which are not located in the common area, shall be maintained by the unit owner. Common areas shall begin 14 feet from all sides of each building.

(c) To pay all real estate taxes levied against the common area.

(d) To obtain and provide public liability, casualty, and other such insurance deemed necessary by the Association for the common area and townhouse units.

(e) To employ a reputable contractor authorized to do business in Leavenworth County, Kansas, to restore, reconstruct, replace, or repair any townhouse unit or building which has been completely or partially damaged or destroyed by fire or any other hazard or occurrence, and to collect any excess of the cost of any such work over the said insurance proceeds.

(f) To do and perform such other things as may from time to time be necessary to maintain the quality and appearance of the common area and the buildings.

5.2 Powers of the Association. The Association shall have the following powers:

(a) To fix, levy, and collect assessments as common expenses or otherwise, against each townhouse unit for the purpose of performing its duty to maintain, repair, and replace the exterior of all buildings. The Association shall be responsible for window maintenance, except glass breakage.

(b) To fix, levy, and collect assessments as common expenses or otherwise, against each townhouse unit for the purpose of performing its duty to maintain and repair the common area and to replace items therein when necessary as outlined in this document.

(c) To collect and pay as common expenses real estate taxes levied against the common area.

(d) To collect as a common expense, or otherwise, and to pay the premiums for such public liability, casualty, and other insurance for the common area and townhouse units required by this document.

(e) To restore, reconstruct, replace, or repair any townhouse unit which has been damaged, to collect and receive the proceeds from any insurance company covering loss or damage by fire or other hazard or occurrence to any townhouse unit, and to pay out of said proceeds the cost of any such restoration or reconstruction.

(f) The Association at all times shall maintain replacement market value insurance with at least eighty (80) percent coinsurance.

(g) To adopt and publish such rules and regulations that it from time to time deems necessary for the enjoyment by the townhouse unit owners of the common area and for the preservation of the quality and appearance of the properties, and to amend such rules and regulations as it deems necessary. Such rules and regulations, including bylaws are hereby incorporated into this Declaration.

6. Maintenance Obligations of Townhouse Unit Owners. Each townhouse unit owner shall maintain in good condition and repair the interior of his townhouse unit, together with such other portions of his townhouse unit for which the Association shall not have the duty to maintain, repair, and replace. Any flues, ducts, conduits, wires, pipes, sewer lines, or other apparatus or any portion or part thereof lying partially within and partially outside of the interior of a townhouse unit and which serve only that townhouse unit shall be deemed to be within the interior of the townhouse unit and shall be maintained by the owner thereof. Any flues, ducts, conduits, wires, pipes, sewer lines, or other apparatus or any portion or part thereof lying partially within and partially outside of the interior of a townhouse unit which serve more than one townhouse unit shall be deemed to be outside of the interior of the townhouse unit and shall be maintained by the Association as a part of the common area and facilities. No townhouse unit owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of his townhouse unit or do any work which would jeopardize the soundness, attractiveness, or safety of the properties, reduce the value thereof, or impair any easement or hereditament without, in every such case, first obtaining the consent of the Association. A townhouse unit owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible. It shall be the further duty of each townhouse unit owner to maintain in good condition his patio, and to exercise reasonable efforts to prevent the common areas from accumulating debris, litter, or other unsightly objects, in front of unit.

6.1 Assessments. Other assessments shall be made by the Board of Directors in accordance with the provisions of the Declaration, the Bylaws, and as otherwise required by the lawful resolution of the Board of Directors.

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.

7. Make up of the Board of Directors The SRTA Board of Directors shall be made up of five (5) elected homeowners of the association. Each director shall serve for a two year term. Should a director not be able to complete a term of service, the remaining board shall select and appoint another homeowner to complete the said term of the original director.

8. Amendments.

Any and all amendments including additions or deletions, shall require approval, in writing, of at least eighty (80) percent of the townhome owners.

9. Association's Rights to Borrow Money

The Association shall have the right to borrow money to meet requirements from time to time for working capital, common expenses, emergencies, or for capital improvements. No single loan shall exceed \$50,000 and all all loans outstanding at any time shall not exceed \$100,000 in the aggregate, with no loan having a maturity date in excess of ten (10) years. Any loan or maturity date in excess of these limits shall require an affirmative vote in writing by at least eighty (80) percent of the townhome owners.

When duly filed, this Declaration shall supercede any and all other declarations or covenants on file, and become the sole Declaration of Serra Ridge Townhomes Association, Inc.

Signed and sealed before me this 20 day of June, 1995.

Notary Public Bryan L. Wilton

My Appt. Expires: 2-2-98

State of Kansas Notary Public
BRYAN L. WILTON

My Appt. Expires 2-2-98

By: Florence E. Stewart

Serra Ridge Townhomes
Association, Inc. President

By: Annabel J. Willard

Serra Ridge Townhomes
Association, Inc. Secretary

Attest Vera M. Habek

STATE OF KANSAS
COUNTY OF LEAVENWORTH } SS
FILED FOR RECORD

1995 JUL -6 P 1:00

DORA I. PARMER
REGISTER OF DEEDS

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