

**GREENHILLS HOMEOWNERS ASSOCIATION
COVENANTS, AMENDMENTS, BYLAWS, RULES, AND
OTHER DOCUMENTS**

The following document is a recreation of the original hand typed and written documents. Minor errors may be encountered with spelling or format, but content has been verified to the best of our ability.

Original scanned version is available upon request by any HOA Member.

GREENHILLS HOMEOWNERS ASSOCIATION

Brief Summary of Rules and Regulations

Purpose of THE GREENHILLS HOMEOWNERS' ASSOCIATION: To ensure the neat, clean, orderly and sanitary appearance and condition of all of the Dwelling Units by ordering necessary improvements and to enter and make any improvements and place a lien against any Dwelling Unit to ensure payment of expenses incurred. To collect monthly or periodic assessments, equitably prorated, from Owners and from such funds collected, to provide for maintenance, construction, management, insurance, care of Association property, and any other expenses as are enumerated to carry out the Associations Declaration, Covenants, and By-Laws. Section-Article-Paragraph (IV-2-a, b, c)

MEMBERSHIP: Any person or persons acquiring a fee simple record interest in a Dwelling Unit in Greenhills shall remain a member of the Association until such time as his/her (their) ownership ceases for any reason, at which time the membership in this Association shall automatically cease. Ownership of a Dwelling Unit is the sole qualification and criteria for membership. Membership in the Association shall transfer upon the sale of a lot or Dwelling Unit. (IV-3-a, b)

DUES: 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. Such assessments, together with interest, costs, and reasonable attorneys' fees, also shall be the personal obligation of the person who is/was the Owner. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed. 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 the Association's By-Laws, which includes such responsibilities as 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, included 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

negligence, reimbursed forthwith by such Owner, therefore. 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 subject to late charge nonpayment as may be determined from time to time by the board. (IV-6-a, b, d 2)

ARCHITECTURAL CONTROL COMMITTEE: Before anyone shall commence the construction, 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 the 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 or until the final plans, elevations, and specifications, therefore, have received such written approval as herein provided. Such plans should 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 planting, such plans shall specify the work contemplated and the specific trees, flowers, shrubs, grass, etc. to be planted.

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 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 Committee.

The Architectural Control Committee shall have the right to disapprove any plans, specifications, or details submitted. In the event such plans, specifications or details are not in accordance with all the provisions of this declaration, or if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot with the adjacent buildings or other structures, or the plans and specifications submitted are incomplete, or in the event the Committee deems the plans and specifications or details or any part thereof to be contrary to the spirit of fair rights of all or any part of the real property subject to the Associations By-Laws, or the owners thereof, or the adjacent property owners at, in the sole discretion of the Committee, may

be rejected. The decisions of the Committee shall be final, subject only to reversal upon the affirmative vote of 2/3 thirds of all members of the Board. (V-5, a)

ARCHITECTUAL GUIDELINES: The roof will be shake shingles; the exterior of all buildings will be earth tone colors. Decorative items such as planters, baskets, sculptures, lawn ornaments, bird baths, fountains, etc. will be kept with the general theme of Greenhills. SEE AMENDMENTS FOR UPDATED SHINGLE REQUIREMENTS

FAIR TREATMENT: These restrictions shall be applied to all owners without discrimination. (XIV-2)

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF GREEN HILLS ADDITION**

TABLE OF CONTENTS

I. DEFINITIONS

II. SCOPE OF DECLARATION AND RIGHTS RESERVED BY DECLARANT

III. DWELLING UNITS, LOTS, SUBDIVISION

IV. HOMEOWNERS ASSOCIATION

V. OWNERS RIGHTS, RESTRICTIONS AND OBLIGATIONS

VII. DAMAGE OR DESTRUCTION OF PROPERTY

VIII. EASEMENTS

IX. MORTGAGES RIGHTS

X. CONDEMNATION PROCEDURE

XIII. DURATION AND AMENDMENTS

XIV. GENERAL PROVISIONS

- Description of Common Area
- Description of Public Streets
- Description of Original Lots
- Dwelling Unit Allocation
- Minimum Dwelling Unit Sizes

PREAMBLE

THIS DECLARATION, made this **4th 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;

WHEREAS, Declarant hereby establishes this Declaration as 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 easements, restrictions, covenants and reservations, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property.

These restrictions shall run with the land and be binding on all parties having or acquiring any right, title or interest in said property.

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 herein 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.

The term “**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 **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, basements, if any, along with 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, gutters, downspouts, foundations, 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.

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 this 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 running with the land and shall at all times inure to the benefit of and be binding upon any person at any time having any interest or estate in the properties.

Section 3. Special Assessments for Public Improvements

Any special assessments for public improvements affecting the real estate property that is subject to this Declaration will be assessed and prorated to the Lots on a square footage basis as set forth in 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.

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.

Section 2. Subdivision of Lots

No Lot may be subdivided unless it has been assigned more than one Dwelling Unit on annexed Exhibit B.

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.

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...
- (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 Declaration.

The Association shall not enter into any contract or management agreement for the furnishing of services (other than utility or laundry services), materials or supplies, the term of which is in excess of one (1) 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 or 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 appropriate agencies or the granting bodies 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, beneficiary under a deed of trust, or lien claimant).

Such ownership shall automatically confer membership in the Association and shall remain a member until such time as ownership ceases, at which time membership 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, which may be increased due to annexing additional property.

Each Dwelling Unit shall be entitled to **one membership**, and membership shall be limited to the fee simple owner of record.

(c) Transfer of Membership

Membership shall not be transferred, pledged, or alienated except upon the sale of the Dwelling Unit and then only to the purchaser.

Transfer may occur by:

- sale
- inheritance (intestate succession)
- foreclosure or mortgage transfer

Any attempted prohibited transfer shall be null and void and not recognized by the Association.

If an Owner fails or refuses to transfer membership upon sale, the Association may record the transfer on its books and issue a new membership to the purchaser.

(d) Membership Subject To

All memberships are subject to:

- the provisions of the By-Laws
- rules and resolutions of the Association
- amendments thereto

Section 4. Voting Rights

(a) Classes of Voting Memberships

The Association shall have **two classes of voting memberships**:

Class A:

All members except the Declarant.

Each member is entitled to **one vote per Dwelling Unit owned**.

Class B:

The Declarant.

The Declarant shall be entitled to **two (2) votes per Dwelling Unit** it holds.

Class B membership shall cease and convert to Class A upon the earlier of:

1. When total votes in Class A equal the total votes in Class B; OR
2. Five (5) years from the date of this Declaration

(b) Multiple Owners of a Dwelling Unit

Where more than one Owner exists, they shall designate one voting member.

If no designation is made, the Board may designate the voting representative.

(c) Suspension of Voting Rights

If an Owner is in default in payment of assessments or violation of this Declaration for **30 days**, voting rights shall be suspended until the default is cured.

Section 5. Board of Directors

The Board shall consist of **not less than seven (7) members**.

Board members shall be:

- elected at annual meetings
- guided by the By-Laws
- responsible for managing Association affairs

Section 6. Assessments

(a) Obligations

Each Owner, by acceptance of a deed, agrees to pay:

- all assessments
- charges for operation of the Association
- special assessments for capital improvements

Such assessments:

- include interest, costs of collection, and attorneys' fees
- become a **continuing lien** upon the property

If delinquent:

- the Owner and all jointly liable parties remain responsible
- obligations do not transfer to successors unless paid

Assessments:

- are prorated upon transfer of ownership
- become due monthly or periodically after closing

(b) Purpose of Assessments

Assessments are used for:

- maintenance and repair of Common Areas
- utilities, lighting, and drainage
- landscaping and groundskeeping
- snow removal and trash pickup
- water and sewer services
- recreational programs
- insurance, taxes, administration, legal and accounting fees
- reserves (including sinking fund for major repairs)

If damage is caused by:

- Owner
- family
- guests
- tenants

Owner must reimburse the Association.

(c) Type and Basis of Assessments

(1) Common Area and General Administrative Expenses

Each Owner shall pay a proportionate share of:

- maintenance, repair, replacement of Common Areas

- administrative costs (legal, accounting, management)
- office supplies and services

Special program fees (optional activities, tours, etc.)

not considered Common Area expenses

Expenses shall be prorated...

(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 all 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 special assessment exceeds **\$5,000.00**, the same must have the assent of **two-thirds (2/3)** of the voting members present in person or by proxy at a meeting duly called for such purpose.

Such meeting:

- requires at least **50% quorum**
- requires **written notice not less than 30 days and not more than 60 days** prior to the meeting

If quorum is not present:

- a second meeting may be called
- same notice requirements apply
- quorum requirement reduces to **one-half (1/2)**

No subsequent meeting shall be held more than **60 days** following the preceding meeting.

(4) Individual Assessments

The Association shall have the right to add to any Owner's assessment:

- amounts expended for benefit of that individual Dwelling Unit
- including but not limited to:
 - fines
 - insurance
 - repairs and replacements caused by negligent or willful acts

This applies to:

- Owners
- family members
- guests
- employees
- invitees
- lessees

Covers:

- maintenance
- repair
- replacement of Dwelling Unit exteriors
- and other related charges under this Declaration or By-Laws

(5) Fines

The Association shall have the right to assess fines:

- not exceeding **\$100.00 per violation**
- for violations of:
 - this Declaration
 - the By-Laws
 - the Rules
 - Articles of Incorporation

Fines may be assessed **daily** after written notice of violation has been given.

(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 expenses necessary to be assessed periodically during the next year by each Owner.

Adjustments:

- may be made once annually
- not exceeding the increase set by the Board

After year-end:

- actual expenses are compared
- Owners may be:
 - charged additional amounts
 - credited or refunded

at the Board's discretion.

(2) Billing

Assessments and fees:

- shall be due and payable on the **first day of each month** (or other fixed period)
- unless paid, become **delinquent after 10 days**

Late charges may be assessed as determined by the Board.

(3) Nonpayment

If assessments are not paid within **30 days** after due date:

- interest accrues at Board-determined rate
- Owner becomes liable for:
 - late charges
 - interest
 - costs of collection
 - attorneys' fees

Failure to pay:

- may accelerate the entire remaining annual assessment
- may trigger lien enforcement

All costs of collection are borne by the Owner.

(4) Lien

The Association is granted a lien against the Dwelling Unit for any unpaid assessments.

Key provisions:

- lien is perfected upon recording notice with:
 - Clerk and Recorder of Geary County, Kansas
- notice may be filed by:
 - Association officer

- Manager

Enforcement:

- lien may be foreclosed similar to a mortgage under Kansas law

Priority:

- lien is subordinate to a first mortgage recorded before assessment

Additional scope:

- lien extends to **rents and profits** of the 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 foreclosure. If, after filing of a foreclosure action, the Owner's Dwelling Unit is left vacant, the Board may take possession and rent the Dwelling Unit or apply for appointment of a receiver.

The Board may:

- bring action at law for unpaid assessments
- obtain judgment for assessments due plus costs

The Board shall have the power to bid at foreclosure sales and, if title is obtained, hold, lease, mortgage, or convey the same.

If an Owner is in default on a mortgage secured by a Dwelling Unit, the Board may, at its option:

- pay the amount due
- file a lien against the Dwelling Unit for reimbursement

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

A purchaser who obtains title through foreclosure (or similar process):

- is **not liable** for prior unpaid assessments
- however, unpaid common expenses shall be collected from all Owners, including the purchaser

(5) Nonexemption

No Owner shall be relieved from payment of any assessments:

- by waiver of use
- by suspension of use of Common Areas
- or by abandonment of the Dwelling Unit

Section 7. Insurance for the Association

The Association shall obtain and maintain:

(a) Insurance coverage upon:

- the Common Area
- all property owned or leased by the Association

(b) Insurance against:

- sprinkler leakage
- debris removal
- vandalism
- malicious mischief
- windstorm
- water damage
- fire
- and all other casualty risks

Coverage shall equal the **full insurable replacement cost** of the Common Area.

(c) Comprehensive public liability insurance:

- minimum **\$1,000,000 per single occurrence**
- includes Workmen's Compensation coverage
- covers:
 - Board of Directors
 - Manager
 - agents

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

Section 8. Indemnification

The Manager, employees, and each director and officer of the Association shall be indemnified by the Association against:

- all expenses
- liabilities
- attorneys' fees

reasonably incurred in proceedings arising from their role in the Association.

Limitations:

- does **not apply** in cases of:
 - willful misconduct
 - malfeasance

Settlement:

- indemnification applies only if approved by the Board
- must be in the best interest of the Association

This right is **in addition to other rights of indemnification.**

Section 9. Limits of Liability

Notwithstanding the duty of the Association to maintain and repair Common Areas:

The Association shall **not be liable** for:

- injury or damage caused by:
 - other Owners
 - third parties
 - casualties

except to the extent covered by required insurance.

ARTICLE V

OWNERS RIGHTS, RESTRICTIONS AND OBLIGATIONS

Section 1. Property Rights

(a) Owners' Rights Subject to the Declaration

Each Owner shall own a Dwelling Unit in fee simple and have full and complete ownership subject to the provisions of this Declaration.

(b) Owners' Easements of Enjoyment

Every Owner and immediate family shall have a nonexclusive right to use and enjoy the Common Area.

This easement:

- runs with title
- is appurtenant to the Dwelling Unit

Important limitation:

No Owner may exercise this right in violation of:

- this Declaration
- By-Laws
- Rules

The Association retains rights to:

- access properties as necessary to perform duties
- grant easements for utilities and services:
 - water
 - sewer
 - gas
 - electricity
 - telephone
 - cable

The Association also has the right to:

- regulate parking on private streets
- limit number of guests
- charge reasonable fees for use of Common Areas
- borrow money

(c) Delegation of Use

An Owner may delegate rights of use of the Common Area to:

- family members
- tenants
- contract purchasers

All such persons are subject to Association rules.

(d) Lease of Dwelling Unit

Owners may lease their Dwelling Unit, subject to:

- written lease requirement
- compliance with:
 - Declaration
 - By-Laws
 - Rules

Leasing restrictions:

- only entire Dwelling Unit may be leased
- must be for **single-family residential use**

Violations by tenant = default by Owner.

Section 2. Restrictions

(a) Use

- All structures must be **single-family residences**

- No structures may be moved onto the property
- No room rentals or partial leasing
- Entire Dwelling Unit may be leased as a single-family residence

(b) Temporary Use

No temporary structure (house, trailer, tent, garage, outbuilding) shall be placed or erected on any Lot.

No residence may be erected except in compliance with:

- approved plans
- all construction requirements

Temporary buildings for construction purposes:

- are allowed
- must be removed after completion

(c) Declarant's Use

During construction or sale period, Declarant may:

- use Common Areas without charge
- operate:
 - sales offices
 - storage areas
 - construction yards
 - model units

Declarant, agents, and prospective purchasers may:

- use Common Areas
- access property without Owner permission

(d) Minimum Dwelling Unit Size

Each Dwelling Unit must meet **minimum square footage requirements** (as defined in Exhibit B).

(e) Minimum Setbacks

All structures must comply with:

1. Front Yard:

- Minimum **25 feet** from street lot line
- Corner lots treated as having two front yards

2. Side Yard:

- Minimum **15 feet** OR
- 10% of average lot width (whichever is less)

3. Rear Yard:

- Minimum **20 feet** OR
- 15% of lot depth (whichever is less)

Rear lot lines bordering another lot:

- treated as side lot lines for setback purposes

(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
- No Owner shall alter or paint the Common Area or any Dwelling Unit exterior or yard without prior written consent of:
 - the Board
 - the Architectural Control Committee

No action shall be taken that impairs the structural integrity of any improvement.

(g) No Impairing of Insurance

Nothing shall be done within the Properties that:

- increases insurance premiums
- causes cancellation of insurance

without prior written consent of the Board.

(h) No Violation of Law

Nothing shall be done that violates:

- statutes
- ordinances
- regulations
- permits
- governmental requirements

(i) Nuisances

No noxious or offensive activity shall be carried on upon the Properties.

Nothing shall be done that:

- becomes an annoyance or nuisance
- is unsafe or hazardous

(j) Signs

No signs, billboards, or advertising devices shall be erected or maintained except:

- as permitted by Rules
- temporary signs related to construction or sales by Declarant

The Association may erect identification signs in compliance with applicable laws.

(k) Pets

- No animals, livestock, or poultry allowed
- Exception: domestic pets (dogs, cats, household pets)

Conditions:

- must not be bred or kept for commercial purposes
- must comply with laws and regulations

Dogs:

- must be leashed when outside
- must be confined to designated areas

The Board may:

- order nuisance pets confined
- require removal from the Properties

(l) Trash and Unsightly Uses

- No trash, refuse, or unsightly objects may remain on Common Areas or Dwelling Unit exteriors

Trash must be:

- stored properly
- disposed of in a sanitary manner

Prohibited:

- burning garbage outdoors
- unsightly accumulation of debris

Each lot must be maintained in a:

- clean
- sightly
- wholesome condition

(m) Mineral Exploration

No drilling, mining, or extraction of:

- oil
- gas
- minerals

except by Declarant.

All mineral rights are reserved to Declarant.

(n) Trees, Shrubs, Grass, and Landscaping

Each Dwelling Unit and Lot shall be maintained:

- clean
- neat
- landscaped appropriately

Unsightly growth must be removed.

If Owner fails:

- Association may perform maintenance
- costs charged to Owner
- lien may be imposed

(o) Parking Areas

- No vehicle parking on Common Areas except designated areas
- No trucks or commercial vehicles allowed (with exceptions)

Prohibited vehicles:

- recreational vehicles
- campers

- trailers
- boats

Unless:

- stored in designated areas

Unused vehicles:

- defined as not driven for 1 week or longer
- require removal within 72 hours after notice

If not removed:

- Association may remove
- costs charged to Owner

All vehicles must be parked on:

- hard-surface driveways
- designated parking areas

(p) Garage Doors

Garage doors must remain **closed at all times** except during ingress and egress.

(q) No Business Use

No business or professional activity allowed except:

- activities by Declarant
- approved construction/sales activities

(r) Equipment

- No elevated tanks permitted
- Storage tanks must be underground

All equipment:

- must be concealed from public view

(s) Overhead Utilities, Antennae and Aerials

- No aerial masts, radio, or TV antennas without Board approval

- All utility lines must be underground

Temporary construction lines:

- allowed
- must be removed after completion

(t) Fuels

- No coal or smoke-producing fuel except wood
- No burning of trash outdoors

Outdoor cooking:

- allowed only if at least **15 feet from property lines**

(u) Variances

The Board may grant reasonable variances if:

- necessary to avoid hardship
- not detrimental to other properties
- consistent with overall intent of Declaration

Section 3. Mechanics' Liens

No mechanic's lien shall be filed against any Dwelling Unit without Owner consent.

If filed:

- Owner must indemnify Association and other Owners
- all costs (including attorneys' fees) may be added to assessments

Section 4. Association Rules

All persons must comply with:

- Declaration
- Association Rules

Including:

- Owners
- family members

- guests
- tenants
- employees

Section 5. Architectural Controls

(a) Restrictions

No construction, alteration, or landscaping shall occur without prior approval.

Required submissions:

- plans
- specifications
- elevations
- plot plans
- color schemes

Must include:

- structure location
- landscaping details
- materials

Preliminary Review Process

Owners should:

- submit preliminary drawings
- obtain tentative approval

before incurring major costs.

Authority of Architectural Control Committee

Committee may:

- approve or disapprove plans

Based on:

- harmony of design

- compatibility with surroundings
- aesthetic considerations

Disapproval Grounds

Plans may be rejected if:

- inconsistent with neighborhood
- incomplete
- not in best interest of property values

Final Authority

- Committee decisions are final
- may only be reversed by **2/3 vote of Board**

Section 5. Architectural Controls (continued)

(b) Approval

The Architectural Control Committee shall approve or disapprove submitted plans within **30 days** after receipt.

- One copy shall be returned marked:
 - approved, OR
 - disapproved

If no action is taken within 30 days **and no legal action is initiated**, approval is deemed waived.

No building or improvement shall be:

- constructed
- altered
- placed

on any lot after approval unless written approval is obtained.

(c) Organization

The Architectural Control Committee shall consist of **three (3) persons** appointed by the Board.

- Declarant appoints initial committee
- Initial term: **3 years**
- Members need not be Owners

After initial term:

- Board appoints members
- Members must be Owners

Term structure:

- one member serves 1 year
- one serves 2 years
- one serves 3 years

Members serve **without compensation**.

(d) Committee Address

All submissions shall be sent to:

Greenhills Homeowners Association

P.O. Box 1321

Junction City, Kansas 66441

Section 6. Maintenance of Dwelling Units

(a) Owner's Responsibility for Exterior Maintenance

Each Owner is responsible for:

- repair
- replacement
- maintenance

of their Dwelling Unit.

However, the Association may provide:

- exterior maintenance services, including:
 - water, sewer, electrical systems serving multiple units
 - roofs, steps, patios, drives, fences, balconies

- exterior walls
- painting and resurfacing
- landscaping (trees, shrubs, grass)

If provided:

- costs are charged to Owner

If Owner fails to maintain:

- Association may perform work
- cost charged to Owner
- lien may be imposed

(b) Necessity of Agreement

Owners must enter into agreements with the Association for:

- maintenance
- repair
- upkeep

to ensure orderly and sanitary conditions.

(c) Owner's Responsibility for Interior Maintenance

Owners must:

- maintain interior
- avoid damaging shared structures

No act shall:

- impair structural integrity
- affect other units

(d) Duty to Inspect Premises and Notify of Defects

Owners must:

- inspect units periodically
- notify Association of defects (e.g., drainage issues)

(e) Duty to Repair Defects

Owner responsible for defects must:

- repair in a **workmanlike manner**
- within a **reasonable time**

If Owner fails:

- Association may enter property
- perform repairs
- charge Owner

(f) Willful or Negligent Acts

If damage results from:

- Owner
- family
- guests
- tenants

Owner must:

- reimburse Association

Emergency exception:

- Association may act without prior notice

Otherwise:

- **10 days notice required** before performing work

Section 7. Insurance

(a) Dwelling Unit Insurance

Each Owner must maintain insurance on their Dwelling Unit.

For multi-dwelling structures:

- Association may procure fire and all-risk coverage
- coverage must equal **full insurable replacement value**

Costs:

- assessed to Owners proportionally based on Assessable Area

Owners must:

- provide proof of insurance

Owners remain responsible for:

- contents
- furnishings
- personal property

Additional insurance:

- allowed
- does not reduce Association coverage

(b) Rebuilding of Damaged Dwelling Units

If damaged or destroyed:

- Owner must repair or rebuild
- within a reasonable time
- using comparable materials

Reconstruction must comply with:

- laws
- ordinances
- original architectural design

If insurance proceeds are insufficient:

- Owner must cover difference

Failure to rebuild:

- Board may cause repairs
- costs become lien against Owner

(c) Waiver of Subrogation

Association and Owners waive claims against:

- each other
- Board members
- agents

for damages covered by insurance.

Insurance policies must include:

- waiver of subrogation clauses

Mortgagees:

- must consent when required

ARTICLE VI

PARTY WALLS

Each Owner owns their portion of any party wall but grants:

- easement for repair/replacement

Key rules:

- no Owner may impair adjoining Owner's rights
- party wall must not extend beyond boundary
- no action may be brought for removal

Applies to:

- walls
- floors
- ceilings
- roofs

constructed as part of original construction.

The rights and duties of Owners regarding party walls are governed by the provisions that follow.

Each wall (including patio walls, roofs, ceilings, or floors) constructed as part of a Multi-Dwelling Unit and placed on a dividing line between units shall constitute a **party wall**.

General Rule

- Each Owner shares:

- burdens
- benefits

of party wall ownership

Subject to:

- these covenants
- general law governing party walls

Damage Caused by One Owner

If damage is caused by:

- an Owner
- their guests
- tenants
- agents

That Owner must:

- repair/rebuild
- restore wall to original condition
- at their sole cost

Damage Not Caused by Fault

If damage occurs due to:

- natural causes
- general wear
- non-fault events

Both Owners share cost equally.

Negligence Exception

If damage results from:

- willful act
- negligence

Responsible Owner pays **full cost**, including protective measures.

Contribution Rights

Each Owner has right to contribution from adjoining Owner:

- runs with the land
- binds successors

Dispute Resolution

Disputes regarding:

- repair
- cost allocation

Resolved by:

1. Association rules (if applicable), OR
2. Arbitration:
 - one arbitrator chosen by each Owner
 - third selected jointly
 - if no agreement, District Court of Geary County appoints

ARTICLE VII

DAMAGE OR DESTRUCTION OF PROPERTY

Section 1. Owner's Responsibility to Common Elements

If an Owner or their:

- family
- tenants
- guests

causes damage to any Common Area:

Owner must:

- repair damage
- in a workmanlike manner
- in accordance with original plans

Owner pays all costs.

Section 2. Damage to Dwelling Units

If an Owner causes damage to:

- another Dwelling Unit
- adjacent property

Must:

- repair/rebuild within **30 days**
- restore to original condition

If Owner fails:

- Association may perform repairs
- costs charged to Owner

Section 3. Repairs to Dwelling Units

Each Owner agrees:

- to pay charges for repairs
- if unpaid within **10 days**:
 - becomes delinquent
 - becomes lien

Interest:

- **12% per annum**

Collection:

- treated as debt
- enforceable under Kansas law

Section 4. Authority of Association

Association may:

- enforce liens
- bring legal action
- use all lawful collection methods

Includes:

- power of sale (if applicable under lien enforcement)

Section 5. Insurance

Nothing in this Article relieves an insurer from:

- paying claims
- obligations under policy

Section 6. Arbitration of Disputes

Disputes regarding:

- damage
- repairs
- costs

Submitted to arbitration:

- one arbitrator selected by Owner
- one by Board
- third chosen jointly

If no agreement:

- District Court of Geary County appoints

Decision:

- **binding on both parties**

Costs:

- shared between Owner and Association

ARTICLE VIII

EASEMENTS

Section 1. Access

Each Owner has:

- nonexclusive easement over Common Area

For:

- access to Dwelling Unit

Vehicle access limited to:

- public streets
- designated driveways

Section 2. Blanket Easements

Easements exist for:

- utilities
- maintenance
- repair

Includes:

- water
- sewer
- gas
- electricity
- cable
- telephone

Utility companies may:

- install
- maintain
- repair systems

Additional easements granted to:

- police
- fire
- emergency services

Association rights:

- access Common Areas and Dwelling Units
- perform maintenance and repairs

Underground Utilities Requirement

- All utilities must be underground
- No overhead lines permitted
- Exceptions only with approval

Section 3. Easements for Encroachments

If structures encroach due to:

- construction
- shifting
- settling

Easement automatically exists.

Applies to:

- maintenance
- continued existence

Section 4. Easements Deemed Appurtenant

All easements:

- run with the land
- bind future Owners

Even if not explicitly stated in deeds.

ARTICLE IX

MORTGAGES RIGHTS

Section 1. Prior Written Approval

Approval of first mortgage holders is required for:

(a) Any amendment that:

- changes assessment ratios
- affects mortgagee rights

(b) Any transfer or encumbrance of Common Area

Exception:

- utility easements
- licenses granted by Association

(c) Abandonment of project or removal of property

(d) Use of insurance proceeds for non-repair purposes

(e) Decision not to maintain required insurance

(f) Waiver or abandonment of architectural controls

Section 2. Notice to Mortgagee

Mortgage holders may request notice of:

- (a) Budgets, assessments, financial statements
- (b) Annual financial reports within **90 days** after fiscal year
- (c) Meeting notices
- (d) Proposed amendments
- (e) Substantial damage or destruction

Mortgage holders shall receive notice of:

- (f) Commencement of any **condemnation or eminent domain proceedings** affecting the Common Area
- (g) Right to **examine books and records** of the Association at reasonable times
- (h) Notice of any **default by the Owner** not cured within **30 days** after notice

Section 3. Form of Request

Mortgage holder requests must:

- specify desired notices
- provide address for delivery

Failure of Association to provide notice:

- does **not invalidate actions taken**

If multiple mortgagees exist:

- Association honors most recent request

Section 4. Protection

No violation of this Declaration or failure to enforce shall:

- defeat or impair validity of any mortgage
- provided mortgage was recorded properly

Foreclosure purchasers:

- remain subject to this Declaration

Section 5. Mortgagee's Rights on Common Area

If Common Area is:

- damaged
- destroyed

Insurance proceeds:

- distributed to Owners and mortgagees based on interest

Mortgagees:

- have priority over other parties

Association retains right to:

- apply proceeds to repair/replacement

Notice requirement:

Association must notify mortgagee if damage exceeds **\$10,000.00**

ARTICLE X

CONDEMNATION PROCEDURE

Section 1. Condemnation of Common Area

If Common Area is condemned:

- proceeds distributed to Owners
- based on proportion of Dwelling Units

(Example noted: **1/221st share per unit**)

Section 2. Condemnation of Dwelling Units

If a Dwelling Unit is condemned:

- proceeds distributed to Owner
- subject to mortgagee rights

Section 3. Lien Holder Rights

Mortgagees:

- receive written notice
- have priority in proceeds

Excess proceeds:

- paid to Owner

ARTICLE XI

DELETED

ARTICLE XII

COMPULSORY ARBITRATION

All disputes, claims, and controversies:

- between Owners and Association
- involving Board, Manager, or committees

Shall be submitted to arbitration in **Junction City, Kansas**.

Procedure

- Governed by:
 - American Arbitration Association rules
 - Kansas Rules of Civil Procedure

Process

- initiated by notice
- binding on all parties

Costs

- shared equally
- unless arbitrators decide otherwise

Enforcement

- arbitration award may be filed in:
 - District Court of Geary County, Kansas
- enforceable as:
 - judgment
 - execution

ARTICLE XIII

DURATION AND AMENDMENTS

Section 1. Amendments

Declaration remains in effect:

- as long as property remains residential

Amendments require:

- approval of **75% of Owners' interests**

If mortgages exist:

- mortgagee approval required

Amendments must be:

- recorded in official records

Limitations:

- must comply with Kansas law
- cannot affect Declarant rights without consent

Section 2. Special Amendments

Declarant may amend without Owner approval to:

- comply with federal/state requirements
- satisfy:
 - FHA
 - VA
 - FNMA
 - HUD

Declarant may:

- modify restrictions
- facilitate mortgage financing

Such amendments:

- do **not impair first mortgage liens**

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement

Owners and Association may:

- enforce covenants
- seek:

- damages
- injunctive relief

Failure to enforce:

- does not waive future enforcement

Section 2. Equal Treatment of Owners

All Owners are subject to the same restrictions.

Section 3. Invalidity

If any provision is invalid:

- remainder of Declaration remains in effect

Section 4. Claims

No claim arises from invalid provision.

Section 5. Waiver

Failure to enforce any provision:

- does not waive future enforcement

Section 6. Captions

Headings are:

- for convenience only
- not legally binding

Section 7. Gender

- masculine includes feminine
- singular includes plural

NOTARIZED AND EXECUTED INFORMATION AVAILABLE ON REQUEST

BY-LAWS OF GREENHILLS HOMEOWNERS ASSOCIATION

ARTICLE I

Name and Location

Section 1. Name

The name of the corporation is:

Greenhills Homeowners Association

Section 2. Principal Office

The principal and registered office of the corporation in the State of Kansas is:

West Ash and U.S. 77 Highway (c/o KJCK Radio)

Junction City, Geary County, Kansas 66441

Section 3. Other Offices

The corporation may also maintain offices at other locations within the State of Kansas as determined by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association"

Shall mean and refer to the Greenhills Homeowners Association, a Kansas not-for-profit corporation, its successors and assigns.

Section 2. "Common Area"

Shall mean all real property and improvements reserved or constructed for the common use and enjoyment of the Owners.

The Common Area includes:

- land conveyed to the Association
- property shown on recorded plats of Greenhills West Addition Units One and Two

The terms:

- "Open Space"
- "Common Open Space"

are synonymous with “Common Area.”

Section 3. “Declarant”

Shall mean **Bud Weir Enterprises, Inc., a Texas corporation**, its successors and assigns.

Section 4. “Declaration”

Shall mean the Declaration of Covenants, Conditions and Restrictions of Greenhills Addition.

Section 5. “Dwelling Unit”

Shall mean each residence constructed or to be constructed on the Lots, including:

- patios
- fences
- garages
- basements

and the real property associated with each unit.

Maximum Units

There shall be a maximum of **221 Dwelling Units** located on the Lots, as assigned in Exhibit “B”.

Membership / Voting / Assessments Basis

Based on:

- number of Dwelling Units owned
- whether constructed or proposed

Section 6. “Greenhills Addition”

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 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 meeting date falls on a legal holiday:

- meeting shall be held at the same hour on the next non-holiday date

Section 2. Special Meetings

Special meetings may be called by:

- the President, OR
- a majority of the Board of Directors

Special meetings shall also be called upon written request of members entitled to vote **one-fourth (1/4)** of all votes of the Class A membership.

Section 3. Notice of Meetings

Written notice shall be:

- mailed to each member
- at least **15 days but not more than 30 days** prior to meeting

Notice shall specify:

- place
- day
- hour
- purpose (for special meetings)

Section 4. Quorum

A quorum consists of:

- members (or proxies) representing **51% of votes of each class**

No business may be conducted without quorum unless otherwise provided.

If quorum is not present:

- meeting may be adjourned
- no further notice required beyond announcement at meeting

Section 5. Proxies

Members may vote:

- in person, OR
- by proxy

Requirements:

- proxies must be in writing
- filed with the Secretary

Proxies:

- automatically revoked upon sale of the Lot or Dwelling Unit

ARTICLE IV

Board of Directors

Section 1. Number

The affairs of the 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

Initial terms:

- three directors: **1 year**
- two directors: **2 years**
- two directors: **3 years**

After initial terms:

- successors serve **3-year terms**

Section 3. Removal

Directors may be removed:

- with or without cause
- by majority vote of members

Vacancies:

- filled by remaining directors
- successor serves remainder of term

Section 4. Compensation

- Directors receive **no compensation**

Exception:

- Secretary and Treasurer may be compensated

All directors:

- may be reimbursed for expenses

Section 5. Action Without Meeting

Board may act without meeting if:

- unanimous written consent of all directors

Such action has same effect as formal meeting.

Section 6. Vacancies

Vacancies filled by majority of remaining directors.

Replacement serves:

- unexpired term

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination

Nominations may be made by:

- Nominating Committee, OR
- from the floor at annual meeting

Nominating Committee

- appointed by Board prior to annual meeting

- consists of:
 - one chairman (board member)
 - two or more additional members

Committee duties:

- nominate candidates equal to vacancies
- may nominate additional candidates at discretion

Candidates may be:

- members OR
- non-members

Section 2. Election

Election shall be:

- by secret ballot

Members entitled to vote:

- may cast votes equal to number of vacancies

Candidates receiving highest votes:

- are elected

Cumulative voting is permitted.

ARTICLE VI

Meeting of Directors

Section 1. Regular Meetings

Regular meetings:

- held monthly (without notice)
- time and place set by Board

If meeting falls on legal holiday:

- moved to next non-holiday

Section 2. Special Meetings

Special meetings:

- called by President OR
- any two directors

Notice:

- at least **3 days** to each director

Section 3. Quorum

A majority of directors:

- constitutes quorum

Actions:

- majority vote of directors present
- binding as Board action

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1. Powers

The Board shall have power to:

(a) Adopt and publish rules governing:

- Common Area use
- member conduct

May impose penalties for violations

(b) Suspend voting rights and Common Area use:

- if member is delinquent in assessments

Suspension:

- after notice and hearing
- not to exceed **30 days per violation**

(c) Exercise all powers and authority vested in the Association

(d) Declare office of a director vacant if absent from **3 consecutive meetings**

(e) Employ:

- manager
- contractors
- agents

and define duties and compensation

(e) Cause audit of books and records

Section 2. Duties

Board duties include:

(a) Maintain complete records of:

- all acts
- corporate affairs

Provide reports:

- at annual meeting
- or special meeting upon request of **1/4 of members**

(b) Supervise all officers, agents, employees

(c) As provided in the Declaration:

(1) Fix annual assessments at least **30 days in advance**

(2) Send written notice of assessments at least **30 days in advance**

(3) Foreclose liens or bring legal action for unpaid assessments

(d) Issue certificates stating whether assessments are paid

- reasonable fee may be charged
- certificate is **conclusive evidence**

(e) Maintain adequate insurance on Common Area

(f) Ensure officers/employees handling funds are bonded

(g) Maintain Common Area

(h) Ensure:

- neat
- orderly
- sanitary condition

of Dwelling Units

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Officers

The officers of the Association shall be:

- President
- Vice-President
- Secretary
- Treasurer

All officers shall be members of the Board of Directors.

The Board may create additional offices as needed.

Section 2. Election of Officers

Officers shall be elected:

- at the first meeting of the Board following each annual meeting of members

Section 3. Term

Officers serve:

- **one (1) year terms**
- until successor is elected

Unless:

- they resign
- are removed
- become disqualified

Section 4. Special Appointments

Board may appoint:

- additional officers

With:

- defined authority
- assigned duties

Section 5. Resignation and Removal

Officers may be:

- removed with or without cause
- by majority vote of Board

Resignation:

- requires written notice
- effective upon receipt (or later specified date)

No acceptance required.

Section 6. Vacancies

Vacancies filled by Board.

Replacement serves:

- remainder of term

Section 7. Multiple Offices

- Secretary and Treasurer may be held by same person
- Vice-President may also hold assistant roles

Section 8. Duties of Officers

(a) President

- Presides at all meetings
- Ensures Board decisions are carried out
- Signs:
 - leases
 - mortgages
 - deeds
 - contracts
- Co-signs checks and promissory notes

(b) Vice-President

- Acts in place of President when needed
- Performs duties assigned by Board

(c) Secretary

- Records votes and minutes
- Maintains membership records
- Sends meeting notices
- Keeps corporate records

(d) Treasurer

- Receives and deposits funds
- Signs checks and financial instruments
- Maintains financial records
- Oversees annual audit

Annual financial report:

- presented to membership
- copy provided to members

ARTICLE IX

Committees

The Association shall appoint:

- Architectural Control Committee (per Declaration)
- Nominating Committee

Board may appoint additional committees as needed.

ARTICLE X

Books and Records

All Association records shall:

- be available for inspection by any member
- during reasonable business hours

Documents available include:

- Declaration
- By-Laws
- financial records

Copies:

- may be obtained at reasonable cost

ARTICLE XI

Assessments

As provided in the Declaration:

Each member must pay:

- annual assessments
- special assessments

Payment terms:

- due on first day of each period
- delinquent after **10 days**

Late penalties:

- determined by Board

If unpaid after **30 days**:

- interest accrues at **10% per annum**
- Association may:
 - bring legal action
 - collect:
 - interest
 - costs

- attorneys' fees

No Owner may avoid assessments by:

- non-use of Common Area
- abandonment of Dwelling Unit

ARTICLE XII

Voting Rights

Two classes of membership:

Class A

- All members except Declarant
- **1 vote per Dwelling Unit**

Class B

- Declarant
- **2 votes per Dwelling Unit owned**

Class B converts to Class A when:

- Class A votes equal Class B votes, OR
- 5 years after Declaration

ARTICLE XIII

Amendments

Section 1

By-Laws may be amended:

- at regular or special meeting
- by majority of quorum present (in person or proxy)

Section 2

Conflicts:

- Articles of Incorporation override By-Laws
- Declaration overrides By-Laws

ARTICLE XIV

Miscellaneous

Fiscal Year

- Begins: **January 1**

- Ends: **December 31**

Exception:

- first fiscal year begins at incorporation

CERTIFICATION

NOTARIZED AND EXECUTED INFORMATION AVAILABLE ON REQUEST

EXHIBIT “B”

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

Table Structure

Columns:

1. **Lot No.**
2. **Lot Size (sq. ft.)**
3. **Maximum No. of Dwelling Units**
4. **Minimum Sq. Ft. Per Dwelling Unit**
 - One Story
 - Two Story (1st Floor)
 - Two Story (2nd Floor)

LOTS 1–52 (Page 90)

Lot Size (sq ft) Units 1-Story 1st Floor 2nd Floor

1	230,477	46	300	500	300
2	68,391	15	1,000	500	300
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	500	400
7	10,353	1	1,200	800	400

Lot Size (sq ft) Units 1-Story 1st Floor 2nd Floor

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	11,225	1	1,200	800	400
17	10,797	1	1,200	800	400
18	10,367	1	1,200	800	400
19	10,388	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	13,656	2	1,200	800	400
25	15,092	2	1,200	800	400
26	16,209	2	1,200	800	400
27	13,348	2	1,200	800	400
28	13,278	2	1,200	800	400
29	13,902	2	1,200	800	400

Lot Size (sq ft) Units 1-Story 1st Floor 2nd Floor

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	19,554	2	1,200	800	400
42	13,934	1	1,200	800	400
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	11,364	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

Lot Size (sq ft) Units 1-Story 1st Floor 2nd Floor

52 10,356 1 1,500 1,000 500

LOTS 53–94 + TRACT A (Page 91)

Lot Size Units 1-Story 1st 2nd

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 11,548 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 33,910 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 11,526 1 1,500 1,000 500

69 14,997 1 1,500 1,000 500

70 16,062 1 1,500 1,000 500

71 12,015 1 1,500 1,000 500

Lot	Size	Units	1-Story	1st	2nd
72	11,085	1	1,500	1,000	500
73	12,507	1	1,500	1,000	500
74	14,323	1	1,500	1,000	500
75	12,455	1	1,500	1,000	500
76	14,522	1	1,500	1,000	500
77	10,965	1	1,500	1,000	500
78	10,308	1	1,500	1,000	500
79	12,314	1	1,500	1,000	500
80	12,354	1	1,500	1,000	500
81	11,097	1	1,500	1,000	500
82	14,175	1	1,500	1,000	500
83	11,511	1	1,500	1,000	500
84	10,146	1	1,500	1,000	500
85	10,512	1	1,500	1,000	500
86	10,163	1	1,500	1,000	500
87	10,694	1	1,500	1,000	500
88	10,236	1	1,500	1,000	500
89	10,433	1	1,500	1,000	500
90	11,422	1	1,500	1,000	500
91	11,433	1	1,500	1,000	500
92	12,499	1	1,500	1,000	500
93	10,599	1	1,500	1,000	500

Lot	Size	Units	1-Story	1st	2nd
94	—	1	1,500	1,000	500
Tract A	26,830	1	1,500	1,000	500

TOTALS

- **Total Square Footage:** 1,728,867
- **Total Dwelling Units:** 221

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

WREN CORPORATION, a Kansas corporation, as the owner of more than seventy-five percent (75%) of the Dwelling Units constructed or to be constructed in GreenHills West Addition Units One (1) and Two (2) to the City of Junction City, Geary County, Kansas, does hereby certify that on the 3rd day of July, 1986, the following amendments to the Declaration of Covenants, Conditions and Restrictions of Greenhills Addition, which are recorded in Miscellaneous Book 29 at pages 29-72, in the Office of the Register of Deeds of Geary County, Kansas, as amended, were adopted:

Subsection (n), Trees, Shrubs, Grass and Other Landscaping of Section 2, Restrictions, of ARTICLE V, OWNER'S RIGHTS, RESTRICTIONS AND OBLIGATIONS, is deleted in its entirety and in lieu and in place thereof the following Subsection (n) is hereby substituted:

(n) Trees, Shrubs, Grass and Other Landscaping; Fences. Each Dwelling Unit and Lot shall at all times be kept clear of weed 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 shall fail to remove objectionable 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 Declaration shall have a lien against the property to secure the payment by the Owner of this expense, and such entry shall not be deemed trespass.

No fencing shall be permitted in the front yards of any Dwelling Unit. All fencing in the back yards of each Dwelling Unit hereafter erected shall be of wood or such other materials and construction as the Architectural Control Committee shall, upon the request of the owner of

the Dwelling Unit, so approve; provided, however, in no event shall any chain link, wire mesh or similar type of fencing be permitted.

All fencing in the back yards of each Dwelling Unit hereafter erected shall be of wood or such other materials and construction of the Architectural Control Committee shall, upon the request of the owner of the Dwelling Unit, so approve; provided, however, in no event shall any chain link, wire mesh or similar type of fencing be permitted

Subsection (s), Overhead Utilities, Antennae and Aerials, of said Section 2 of ARTICLE V is hereby deleted in its entirety and in lieu and in place thereof the following Subsection (s) is substituted:

(s) Overhead Utilities, Antennae and Aerials. All aerial masts, radio and television antennae, satellite earth stations or other types of receiving dishes 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 under ground 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.

AMENDMENTS BY FEDERAL OR STATE LAW

1. Greenhill's HOA can no longer require only wood shake shingles for roofs. Kansas House Bill No. 2676, 18 October 2006. The alternative is Certaintweed Presidential TL., Weathered Wood, Ultimate Lifetime Warranty, 4808 square.
2. Article V, Section 2(j) Greenhill's Covenants: In accordance with K.S.A. 58-3820, political signs are now allowed in yards 45 days prior to elections and 2 days following elections
3. Article V, Section 2(s), Greenhill's covenants, is overruled by Federal Law (47 C.F.A., Section 1.4000) effective October 1996, which prohibits restrictions that impair installation, maintenance, or use of antennas, satellite dishes (no larger than 39.37") in order to receive video programs.

(as of 18 August 2015)

GREENHILLS ARCHITECTURAL GUIDELINES

The following guidelines are presented to help those individuals interested in a residential area in which we can all be proud. Certain practices have been adopted which it is hoped will insure the continued attractiveness of your area.

1. The roof will be shake shingles. (SEE AMENDMENTS ABOVE FOR ASPHALT REQUIREMENTS)
2. The exterior of all buildings will be “earth Tone” colors. “Earth Tone” colors are generally agreed to be muted shades found in the earth.
3. Decorative items such as planters, baskets, sculpture, lawn ornaments, bird baths, fountains, etc. will be in keeping with the general theme of Greenhills.

Plant guides from the Kansas Cooperative Extension Service of the Kansas Association of Nurseries will/would help you select plants that should grow well in this area. We hope it will help you plan your landscape and flower gardens. Don't forget to plant some evergreen trees as they help keep Kansas green in the winter.

You are encouraged to landscape around the utility meters, boxes and out buildings to help them blend into the landscape.

Please help keep our sidewalks clean and rocks picked up.

Owners of rental property are responsible for their tenants following these guidelines.

Let's make our home a “show place” of which we are all proud.

GREENHILLS HOMEOWNERS ASSOCIATION

Tennis Court Rules

Association rules for use of the Greenhills tennis courts.

1. Non-resident tennis court guests are permitted under the supervision of a Greenhills member.
2. A non-resident shall mean any person(s) permanently residing outside the geographic boundaries of the Greenhills development.
3. The court shall remain locked when not in use.
4. Please limit play to one hour when other participants are waiting to use the court.
5. Please follow the rules of common courtesy.
6. Handle all property with care.
7. No littering.
8. Users shall make their "best efforts" to keep the court clean and free from dirt being tracked on the court.
9. A member's visiting non-resident immediate family, may use the court.

Only after receiving two copies of these rules, signing one copy and returning this signed copy to the association, and paying a \$1.00 fee to the association for a key to the court; may a family use the court. The \$1.00 key fee may or may not be assessed on a annual basis to cover the possible cost of replacing the court lock each year.

Accepted by homeowner: _____

Name (please print)

Date: _____

Address

Key Number: _____

Signed

DATE: June 26, 2008

ATTENTION ALL GREENHILLS HOMEOWNERS ASSOCIATION MEMBERS

Re: Guidelines, Reminders, and Tips to Homeowners on Their Responsibilities for Maintaining Property

1. The board of directors maintains a landscaping committee to address the needs and concerns of areas to be maintained by the association and to inform homeowners of their responsibilities in maintaining their properties. Our goal is to improve communication between the board and individual homeowners on what responsibilities we all have in maintaining the appearance of properties within Greenhills and to improve and maintain common areas of which we can all be proud.

2. Currently the landscape committee is looking at the following issues:

- a.** Design and upkeep of the three main entrances into Greenhills.
- b.** Trimming fallen trees and limbs in common areas and along walking paths.
- c.** Improving other common areas and entries.
- d.** Continued improvements to landscaping at the clubhouse and pool.

3. We wish to remind every homeowner of their responsibility for the appearance of their property and the overall appearance of Greenhills. We should all be proud of our neighborhood, and one way we can do this is to maintain the grounds in and around our properties. Listed below are some of your responsibilities for landscape maintenance:

- a.** Landscaping is to be kept in a neat and orderly condition.
- b.** Weeds and dead or diseased lawns, trees, ground cover, or other plants must be removed.
- c.** Trees and shrubs must be trimmed.
- d.** If a lawn has not been established, every effort must be made by the homeowner to do so at the first available growing season. Lawns must be mowed on a regular basis. Please edge and trim, and dispose of grass clippings properly so they are not piled up on the property. We encourage you to mulch your grass clippings. If you choose to bag them, dispose of clippings in an appropriate yard bag for trash pickup. We also encourage homeowners to blow grass clippings off the street and sidewalk.

- e.** All irrigation must be regularly inspected and kept in good working order.
- f.** Be aware of toys and miscellaneous items as they relate to property appearance. Let's make sure they do not distract from the appearance of the neighborhood.
- g.** Homeowners are to maintain the area from the street curb to the property. To improve the appearance of the street in front of your property, we encourage each homeowner to spray for weeds in cracks.
- h.** If you have animal(s), please remember to take your scoop bag with you when you take them out.

4. Please keep in mind that if you are adding new construction or changing any type of landscaping on your property, your plans must be submitted to the landscape committee and/or architectural committee before implementation. The landscape committee is currently working on developing a new form for homeowners to fill out before making changes or creating new landscaping on their property.

5. Should you have any questions or suggestions, please feel free to call. If you need assistance on what exactly you can do to maintain your yard, please contact one of us. If we can't help, we will attempt to put you in contact with landscape companies that can offer some advice.

Thank you very much for your support as we strive to improve the appearance of our properties.

Respectfully,

The Landscape Committee