

OAKSHIRE HOMES ASSOCIATION, INC.

AMENDED DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS

Amended on April 28, 2010
and recorded with the Johnson County Register of Deeds
on May 25, 2010 in Book 201005 at Page 006839

and

AMENDED BYLAWS
Amended on April 22, 2010
By vote of the Oakshire Board of Directors

Keep this document in a safe place. In the event of sale of the Unit, this document must be transferred to the new owner to avoid a replacement charge.

Residents are advised to also keep current on the Board Policies, which may be revised from time to time by vote of the Board of Directors. The Board Policy Manual is available for inspection at the office of the Association and revisions are printed in the monthly newsletter. For the convenience of residents, a condensed version of the Policies (commonly called the Rules and Regulations) is printed annually in the Resident Directory.

OAKSHIRE HOMES ASSOCIATION, INC.
AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

Amended June 24, 2004

Table of Contents

<u>Article and Section</u>	<u>Page</u>
Article I. Definitions.....	2
Association	
Board	
Building	
Common Areas	
Declaration	
Lot	
Member	
Owner	
Parcel	
Community	
Unit	
Article II. Persons Bound by These Restrictions.....	3
Persons Bound	
Binding Effect	
Homes Association	
Article III. Association Membership and Voting Rights	4
Membership	
Voting Rights	
Article IV. Property Rights and Use of Land.....	4
Common Areas Ownership	
Owners' Easements of Enjoyment	
Restrictions	
Article V. Covenants for Maintenance Assessments	5
Creation of the Lien	
Purpose of Assessments	
Annual Assessments	
Establishment	
Payment	
Special Assessments	
Reserve Funds	
Notice and Quorum for Action	
Due Dates	
Non-payment of Assessment: Remedies	
Subordination of the Lien to Mortgages	
Article VI. Maintenance of Buildings and Areas.....	7
Exterior Maintenance	
Owner's Acts	
Failure to Maintain	
Easement for Maintenance	

<u>Article and Section</u>	<u>Page</u>
Article VII. Architectural Control	8
Article VIII. Party Walls.....	8
General Rules of Law	
Sharing of Repair and Maintenance	
Right to Contribution Runs with Land	
Arbitration	
Article IX. Insurance	8
Association	
Comprehensive Liability	
All Risk Physical Damage Coverage	
Fidelity Coverage	
Unit Owners	
All Risk Physical Damage Coverage	
Liability Coverage	
Loss and Claim Procedure for Individual Units	
Utilization of Payments for Damage to Common Area Facilities	
Hazards	
Independent Contractor's Insurance	
Article X. Waiver of Right of First Refusal.....	10
First Refusal to Association	
Responsibility	
Mortgagee Exceptions	
Compliance/Enforcement	
Article XI. Lease or Rental of Units	10
Article XII. General Restrictions.....	11
Residential Purposes Only; Exception	
Awnings	
Exterior Placement	
Easement for Public Utilities	
Farm, Exotic, Livestock and Poultry Prohibited	
Noxious Activity	
Billboards	
Temporary Structures	
Prohibited Acts	
Article XIII. General Provisions.....	13
Enforcement	
Severability	
Amendment	
Notices	
Leases	
Rights of First Mortgagees	
Condemnation	
Books and Records	
Captions	
Gender	
Waiver	
Conflict	

OAKSHIRE HOMES ASSOCIATION, INC.
AMENDED DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, amended this 24th day of June 2004 by OAKSHIRE HOMES ASSOCIATION, INC., a not-for-profit Kansas Corporation, of Johnson County, Kansas, hereinafter referred to as the "Association."

WITNESSETH: That,

WHEREAS, by the terms of that certain Declaration of Covenants, Conditions and Restrictions, recorded in the office of the Register of Deeds of Johnson County, Kansas, at Olathe, on March 13, 1975, as File No. 1010430, in Vol. 1019, at Page 571, amendment to which document was recorded in the office of the Register of Deeds of Johnson County, Kansas, on June 1, 1976 as File No. 1060410, in Vol. 1118, at Page 913, certain real property more fully described therein was restricted as to its use and was subjected to the covenants, conditions, restrictions, terms, obligations and benefits contained in said Declaration, such real property being known as OAKSHIRE, a development of single-family residences; and

WHEREAS, provision was made in Article XII, Section 3(b) of said Declaration for the amendment of said Declaration; and

WHEREAS, Association now desires to amend said Declaration;

NOW THEREFORE, in consideration of the premises and by virtue of the right of Association to do so, the Amended Declaration shall henceforth read as follows:

AMENDED DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, amended this 24th day of June 2004 by OAKSHIRE HOMES ASSOCIATION, INC., a not-for-profit Kansas Corporation, of Johnson County, Kansas, hereinafter referred to as the "Association."

WITNESSETH: That,

WHEREAS, the Association is the owner of certain real property located and situate in Overland Park, Johnson County, Kansas, which real property is more fully described in Exhibit "A" attached hereto and made a part hereof as if set forth verbatim herein. Such tract includes certain real property described on eight plats of OAKSHIRE, a subdivision of Overland Park, Johnson County, Kansas, and filed for record in the office of the Register of Deeds of Johnson County, Kansas, at Olathe, as follows:

Amended First Plat	Book 38, Page 17, filed for record July 18, 1975
Second Plat	Book 37, Page 49, filed for record May 23, 1975
Third Plat	Book 37, Page 47, filed for record May 22, 1975
Fourth Plat	Book 38, Page 44, filed for record October 28, 1975
Fifth Plat	Book 38, Page 45, filed for record October 28, 1975
Sixth Plat	Book 39, Page 12, filed for record January 15, 1976
Seventh Plat	Book 40, Page 4, filed for record June 16, 1976
Eighth Plat	Book 40, Page 46, filed for record October 20, 1976

Description also includes:

C/S* Oakshire Amended First Plat	Book 1050, Page 834
C/S Oakshire Second Plat	Book 1035, Page 713
C/S Oakshire Third Plat	Book 1050, Page 833
C/S Oakshire Fourth Plat	Book 1073, Page 839
C/S Oakshire Fifth Plat	Book 1090, Page 950
C/S Oakshire Sixth Plat	Book 1124, Page 328
C/S Oakshire Seventh Plat	Book 1124, Page 329
C/S Oakshire Eighth Plat	Book 1180, Page 484
C/S Oakshire Eighth Plat	Book 1180, Page 485

*Certificate of Survey

The entire tract, including the land in said plats, shall be hereafter referred to as the "Parcel"; and

WHEREAS, there are within the Parcel living Units on each of 150 Lots designated therein, which Units are intended to create an attractive and cohesive residential area known as OAKSHIRE.

NOW, THEREFORE, to provide the means necessary to achieve such purposes, the Association hereby subjects the entire Parcel hereinabove described to all of the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Oakshire Homes Association, Inc., its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Oakshire Homes Association, Inc.

Section 3. "Building" shall mean a structure composed of Units.

Section 4. "Common Areas" shall mean all land, including any and all improvements, within the Community not within a Lot, owned by the Association for the common use and enjoyment of the Owners, and the tenants and invitees of each. "Common Area" facilities shall mean all property, real and personal, which is constructed or located on, in, under or above the Common Areas or which is used in connection therewith.

Section 5. "Declaration" shall mean and include this Declaration and any and all amendments thereto.

Section 6. "Lot" shall mean and refer to that plot of land shown upon a recorded plat, survey, or map of the Community, within a Block, upon which a Unit is constructed and shall not include the Common Areas.

Section 7. "Member" shall mean and refer to the Owner or Owners of a Unit, or the occupant of a Unit if so designated in writing by the Owner thereof.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is subject to this Declaration and any amendments thereto, including contract sellers, but excluding any interest held merely as security, whether by mortgage or otherwise.

Section 9. "Parcel" shall mean and refer to the property described in Exhibit A attached hereto.

Section 10. "Community" shall mean and refer to that certain real property which is or shall be described on any plat or amended plat of Oakshire and all buildings and improvements thereon, and such additions as may be brought within it by a plat or amended plat and brought within this Declaration, originally or by amendment, and within the jurisdiction of the Association.

Section 11. "Unit" shall mean that portion of a Building which is designed and used solely for single-family residential purposes, except as herein provided, and which is constructed upon a Lot. The area thereof shall be computed from the outside wall, or from the center of any common wall to the center of the opposite common wall. Appurtenant thereto and included therein shall be membership in the Association as hereinafter set forth.

ARTICLE II

PERSONS BOUND BY THESE RESTRICTIONS

Section 1. Persons Bound. All persons, corporations or other entities who now or shall hereafter acquire any interest in the Parcel, the Community, the Common Areas, any Lot or Lots, or any Unit or Units shall be taken to hold, agree and covenant with the Association, the Owner or Owners of all Lots and Units and the Owner or Owners of any part of the Parcel and the Community, and with their heirs, successors and assigns, to conform to and observe the following covenants, conditions and restrictions as to the use thereof and the construction of residences and improvements thereon.

Section 2. Binding Effect. The Association hereby declares for itself, its successors, assigns and future grantees, that the property described in Exhibit A attached hereto, known as the Parcel, and all property subjected to this Declaration in the future shall be and is hereby restricted as to its use, and that all easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Community, and shall run with and bind the land included in the Community, and any additions thereto, and made subject to this Declaration, originally or by amendment, and shall be binding upon and inure to the benefit of all persons or entities having any right, title or interest in or to any Lot or Lots, any Unit or Units or any part thereof, all or any part of the Common Areas, or any other part of said Parcel or Community, their heirs, successors and assigns.

Section 3. Homes Association. To insure the continuous availability of certain services and conveniences for Owners in Oakshire, and to provide the means for the creation and maintenance of a residential neighborhood possessing features of more than ordinary value, all Lots in Oakshire and all other land in the Community subject to these restrictions also shall be subject to the administration of the Oakshire Homes Association, Inc., pursuant to the terms and conditions of its Articles of Incorporation and Bylaws.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Owner becomes a Member of the Association upon receipt of a deed indicating ownership in fee simple of an Oakshire Lot (Unit). Membership is automatically transferred when title passes to a new Owner. When a Unit is owned by more than one person, each shall be a Member.

If a Unit is occupied by persons other than the Owner, the occupant is entitled to the use of Common Area Facilities. Membership in the Association, however, may be delegated to the occupant by the Owner only by written agreement which must be duly filed with the Management Company. Such delegation will be automatically cancelled when the occupant moves from the unit.

Section 2. Voting Rights. Members may vote at any annual or special meeting of the Association. Voting may be in person or by written proxy duly filed with the Secretary of the Association as more fully set forth in the Bylaws. There shall be only one vote for each Unit.

The right to vote on this Amended Declaration of Covenants, Conditions and Restrictions rests with the Owners, and such right shall not be transferred or assigned except by sale of Unit or conveyance of title.

ARTICLE IV
PROPERTY RIGHTS AND USE OF LAND

Section 1. Common Areas Ownership. Ownership of the Common Areas and Common Area Facilities shall be in the Association. Such ownership and the use thereof are subject to the easements and rights specified below.

Section 2. Owners' Easements of Enjoyment. All Owners, family members of the Owners, tenants and guests shall have the right of use and an easement of enjoyment in and to the Common Areas and Common Area Facilities, subject to established Association rules and regulations.

Each Lot and Unit shall have a non-exclusive easement in and to the Common Areas for ingress to and egress from such Lot and Unit and parking.

If any part of the Common Areas shall encroach upon any Lot or Unit, or if any Lot or Unit shall encroach upon the Common Areas, such encroachment shall be allowed to continue and a valid easement for such encroachment and maintenance thereof shall and does exist so long as it continues.

Each resident shall have the use of his/her patio for private, lawful enjoyment.

Section 3. Restrictions. The foregoing rights and easements of enjoyment shall be subject to the following:

- (a) Rules and regulations established by the Board.
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon Common Areas.
- (c) The right of the Association to suspend the voting rights of any and all Owners, as well as the right to use the Common Area Facilities while an assessment against such Owner's Lot remains unpaid, and for a period not to exceed sixty days for any infraction of its published rules and regulations. Continuing infractions shall result in cumulative suspensions of

any or all such rights – except that an Owner’s right of ingress and egress from his Unit shall not be affected hereby.

(d) The right of the Association to dedicate or transfer any right, title and interest in and to all or any part of the Common Areas subject to such conditions as may be agreed to by a vote of seventy-five percent (75%) of the Association, and all of the mortgage holders as provided in Section 6, Article XIII hereof. The dedication or transfer shall be effective only when the appropriate instrument has been recorded.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien. Each Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, or its agent, any and all assessments, whether annual or special, which shall be made, created or established as provided in this Article V. The annual and special assessments, together with interest, costs and reasonable attorney’s fees, shall be the personal obligation of the Owner or Owners of the Unit assessed, and shall also be a charge on the land and shall be a continuing lien upon the Lot and Unit against which each such assessment is made until paid in full, except as set forth in Section 9 of this Article V.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the joint and mutual recreation, health, safety and welfare of the Owners and residents of Oakshire and for the improvement and maintenance of the Common Areas, Common Area Facilities and exterior of the Units.

Section 3. Annual Assessments.

(a) Establishment. On or before December 1st of each year, the Board shall estimate the total amount necessary to carry out the duties and powers of the Association during the ensuing year as set forth in the Bylaws of the Association, which amount shall be called “common expenses.” The Board shall then fix the amount of the annual assessment for each Unit.

The common expenses shall include without limitation, taxes and assessments on the Common Areas and Common Area Facilities, insurance premiums, utility services, maintenance, repair and replacement of the Common Areas, Common Area Facilities and Unit exteriors not covered by insurance, and services in connection therewith, wages, accounting and legal fees, management fees, reserve funds, and any other cost necessary to perform the aforesaid duties and powers. Common expenses may also include any deficit incurred by the Association in any prior year and in the reserve funds.

The annual assessment may be increased in any one year by not more than ten percent (10%) of the assessment for the previous year, unless otherwise agreed by an affirmative vote of not less than two-thirds (2/3) of the outstanding votes of Members at a meeting duly called for that purpose. The annual assessment for all Units shall be equal in amount.

On or before April 1st of each year the Board shall make available to each Owner and to each holder of mortgage or similar lien a statement of all receipts and disbursements during the preceding year, which statement shall be certified by an independent certified public accountant.

(b) Payment. The annual assessment shall be due on a monthly basis on the first day of each month, and shall be delinquent after the tenth day of the month. Written notice of the amount of the annual assessment shall be sent to the Owner of each Unit, provided that any omission or delay in determination, allocation or notification of the said assessment or

the common expenses for any period shall not relieve any Owner from any obligation to pay such assessment. In the event of failure to establish the current annual assessment all Owners shall continue to pay the same monthly amount as in the prior year. Within ten (10) days after notification of the new assessment the Owner will pay any deficiency resulting from the new assessment.

All payments shall be made to the Association or its designated agent.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments for the following purposes:

(a) To defray, in whole or in part, any expenses which exceed the estimate of common expenses for that year or for the reserve fund established by Section 5 of this Article V. This special assessment is levied equally on all Units.

(b) To defray, in whole or in part, any expenses for any reconstruction, repair, or replacement of the Common Areas, Common Area Facilities or Unit exteriors, provided that such assessments shall not be used for any items covered by warranty or insurance of the Association. This special assessment is levied equally on all Units.

(c) To defray, in whole or in part, any expenses for reconstruction, repair, replacement or maintenance for which the Owner is responsible, as established in this Covenant. (See Sections 1, 2 and 3 of Article VI and Sections 2 and 3 of Article IX.) This assessment is levied on the specific Unit or Units on which the work is done.

The Board shall determine the amount of all special assessments, the date such special assessments are due, and shall give written notice thereof to the Owner or Owners of the Units assessed.

Section 5. Reserve Funds. The Board shall establish and maintain reserve funds in reasonable amounts for contingencies and replacements by the allocation and payment monthly thereto of amounts designated by the Board. Such funds may be deposited in special interest-bearing accounts. Any interest earned thereon shall be retained in said funds and shall be considered to be a part thereof. The reserve funds may be expended only for the replacement or repair of the Common Areas, Common Area Facilities, Unit exteriors and for operating contingencies or other expenditures of a non-recurring nature not originally included in the annual estimate of common expenses. Such funds shall not be used for any items covered by warranty or insurance.

The proportionate interest of any Owner in said reserve funds and any interest accruing thereon, shall be considered appurtenant to his Unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from that Unit, and shall be deemed transferred with such Unit.

Section 6. Notice and Quorum for Action Authorized Under Section 3. Written notice of any meeting called for the purpose of increasing the annual assessments more than ten percent (10%) above that of the previous year pursuant to Section 3 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of said meeting. A quorum shall consist of not less than sixty per cent (60%) of those entitled to vote. See Section 2, Article III, Voting Rights. If the required quorum is not present, another meeting may be called within sixty (60) days, subject to the same notice requirement. At this meeting the required quorum shall be thirty per cent (30%) of those entitled to vote in person or by proxy.

Section 7. Due Dates. The annual assessments established by the Board are effective January 1 for the ensuing year. (See Section 3 of this Article.)

Section 8. Non-payment of Assessment; Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date. The unpaid balance shall bear interest at the rate of ten per cent (10%) per annum until

