

FONTAINEBLEAU HOMES ASSOCIATION

DECLARATIONS & RESTRICTIONS

This declaration mad on this 26th day of March, 1996, by the requisite number of owners of lots in the district, as herein defined whose signatures are attached hereto. All of said lots are located in Fontainebleau, a subdivision in Overland Park, Johnson County, Kansas and in Fontainebleau East, a subdivision in Overland Park, Johnson County, Kansas (hereinafter referred to collectively as “Fontainebleau”). These declarations and restrictions shall supersede all previous declarations and restrictions and amendments thereto.

WITNESSETH:

WHEREAS, the undersigned are owners of lots in Fontainebleau and it is their desire to create and maintain a residential neighborhood possessing features of more than ordinary value to the residence community; and

WHEREAS, in order to assist them and their grantees in providing the necessary means to bring this about, the said owners do now and hereby subject all of the lots referred to in Exhibit “A” attached hereto, to the following covenants, charters, and assessments:

DEFINITIONS OF TERMS USED

The term “district” as used in these Declarations shall mean, unless and until extended as hereinafter provided, all of the lots in the plats of Fontainebleau and Fontainebleau East as shown on Exhibit “A”. If or when other land shall, in the manner hereinafter provided, be added to that described above, then the “district” shall thereafter mean all land which shall from time to time be subjected to the terms of this Declaration, including any further modifications thereof.

The term “developer” shall mean Landau Investment Company, L&N Properties or its successors or assigns.

The term “owners” as used herein shall mean all those persons or corporation who may from time to time own land within the district.

The term “building setback line” as used herein shall mean the line within a property defining the minimum horizontal distance between a structure and the adjacent property line. The building set back line is normally shown on the plat.

The term “alteration” as used herein as applied to a building or structure shall mean a change or rearrangement in the structural parts or an enlargement, such as by extending a side or by increasing in height, or moving from one location or position to another.

The term “common area” as used herein shall mean a parcel or parcels of land or developed facilities and complimentary structures and improvements, including but not limited to areas for vehicular and pedestrian access and recreational facilities within the district.

The term “landscape easement” as used herein shall mean a grant of one or more property rights by the property owner to the Homes Association for the purpose of maintaining landscape improvements for the common benefit of all residents.

The term “lot” as used herein shall mean a designated parcel or area of land established by plat to be used, developed, or built upon as a unit.

The term “plat” as used herein shall mean a complete and exact map representing a tract of land, showing the boundaries and location of individual lots, easements, and streets which

has been approved by the Planning Commission and recorded in the office of the County Clerk. A plat includes a replat.

The term “structure” as used herein shall mean a combination of materials to form construction for use, occupancy, or ornamentation whether installed on, above, or below the surface of land or water.

The term “variance” as used herein shall mean a request to the Architectural Committee for permission to depart from the requirements of the District restrictions or requirements where, owing to a special condition, a literal enforcement of the provisions will result in unnecessary hardship.

DECLARATIONS

SECTION 1. MEMBERSHIP IN ASSOCIATION

All owners of lots reflected on the attached Exhibit “A”, together with the owners of any land that may become subject to the terms and provisions set forth, shall be the members of FONTAINEBLEAU HOMES ASSOCIATION, INC. (Association). The Association is incorporated under the laws of the State of Kansas as a not-for-profit corporation. Subject to Section 2 hereof, each member lot in the subdivision shall be entitled to one vote on issues voted upon by the membership of the Association, and no fractional votes may be cast.

SECTION 2. LAND ENTITLED TO BENEFITS.

No land shall be entitled to any of the benefits, improvements or services provided by this Association unless the owner or owners thereof shall have subjected their land to the terms of this Declaration and to the assessments herein provided for.

SECTION 3. OTHER LAND – HOW ADDED.

Any land to be added to the district shall at that time be bound by all the terms hereof, including any future amendments or modifications thereto. Developer expressly reserves the power to expand district development into any contiguous land located between Antioch Road for one mile west thereof and between 127th Street south to 135th Street; provided, however, that Developer shall submit any proposal to expand such district development to the Board of Directors of the Association for the approval of said board; upon due consideration of said proposal, the Board of Directors shall present the proposal to the Association as then constituted for the consideration of its members, along with a written statement by the board with its recommendation to the membership concerning the proposal; and further provided, no such proposal for expansion shall be undertaken in any way unless two-thirds of all members then constituting the Association, other than the Developer, approve of the proposal at a special meeting for the consideration of same.

SECTION 4. POWERS AND DUTIES OF THE DEVELOPER

All improvements shall be designed, constructed and implemented at the discretion of the Developer. The Developer shall be responsible for all expenses for construction and maintenance of the improvements until the same are conveyed to the Association. The Developer shall have the following powers and duties that it may exercise and perform whenever it may deem necessary or desirable and which shall continue until Developer owns no more lots in the district or land contiguous thereto as described in section 3 hereof:

- (a) To develop and landscape any road divider islands and landscape easements, which easements are described on the recorded Plat.
- (b) To develop lakes and parks.
- (c) To expand the district into any contiguous development between Antioch Road from one mile west thereof between 127th Street and south to 135th Street; provided, that developer must obtain the approval set forth in Section 3 hereof, as amended, before taking any act to perform or effect such expansion.

SECTION 5. POWERS AND DUTIES OF THE ASSOCIATION.

The Association shall have the following powers and duties which it may exercise and perform whenever it may deem necessary or desirable, to wit:

- (a) To levy and collect the assessments that are provided herein.
- (b) To maintain the common areas owned by the Association and those landscape easements within the district as described on the recorded plats, including the power to care for, spray, trim, protect, and replant trees; to care for, protect and replant shrubbery, resow grass, and replace sod; generally to maintain the planted areas on the landscape easement; and any other improvements the Association requires for landscaping the easement property. All improvements, trees, shrubs, grass, and equipment, affixed onto or within the boundaries of any landscape easement shall be and remain the sole property of the Association.
- (c) To provide for the maintenance of a clubhouse, swimming pool, lakes and parks now existing or which may hereafter be erected or created in the district;
- (d) To promulgate rules and regulations regarding the use, maintenance and availability of the pool, clubhouse, landscape easements and common areas within the district.
- (e) To exercise control over easements as it may acquire from time to time;
- (f) To acquire and own such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes or other valid assessments or costs on such real estate as may be used by it, and such taxes as may be assess against land in public or semi-public places;
- (g) To exercise any other powers that the Association votes itself at a duly called regular or special meeting of the Association, by means of a meeting that requires a special quorum of greater than 50 percent of all members called for the purpose of acquiring addition powers, which vote requires a majority of the members present, in person or by proxy, authorizing the Association to obtain and act on additional powers.
- (h) To enforce, through the Board, all restrictions, declarations, covenants, rules and regulations now or hereafter imposed by the provisions of this declaration and the restrictions hereinafter stated. The board may enforce any such rules and regulations and provisions of this declaration through imposition of a fine in the amount of \$25.00 for each violation not cured within 30 days after written notice of such violation is provided. Additional \$25.00 fines will be imposed for each month in which violation is not cured.
- (i) To assess and collect interest at a rate of 1% per month upon any balance unpaid for dues, assessments, fines or other sums owed but unpaid by any lot owner.

SECTION 6. METHOD OF PROVIDING GENERAL FUNDS

- (a) To provide a general operating fund enabling the Association to exercise its powers, maintain improvements, and render services as herein provided, all land within the district shall be subject to an annual assessment of dues that may be levied by the Association upon lots as shown in Exhibit "A" together with such other land as may from time to time be added to said district as herein provided. The Association shall fix and determine the total amount required in this general fund, and may levy and collect an annual assessment.
- (b) The annual assessment of dues upon each lot within the district shall not be increased or decreased from the amount of the previous year's dues, other than the four necessary services listed below, unless such an increase or decrease is approved by a simple majority of members of the Association at a general or special meeting duly called for such purpose at which is present, in person or by proxy, a quorum of at least 50 percent of all members of the Association. For necessary repetitive operational services of waste/recycle/yard waste collection, pool daily maintenance, weekly water and landscaping and annual insurance costs, the board has the authority to increase annual dues in an amount up to the actual annual aggregate cost increase of these services from the previous year. Any services cost increase must be verified by the board obtaining three bids for that service. The board shall post the calculation data of any increase in its on-line neighborhood communications facility not later than the 28th of February of every year. Should the Board of Directors for the Association deem it advisable to submit a proposal for increasing or decreasing the amount of an annual assessment for items other than waste, pool, landscaping and insurance, of dues from the amount of the previous year's dues, the Board shall provide all members of the Association with reasonable advance notice of the proposal, and of any meeting, general or special, at which the proposal shall be voted upon. Any such proposal to increase or decrease the amount of an assessment of dues shall be recorded by the Secretary of the Board of Directors, or by such other person as the Board of Directors may appoint, as part of the written minutes for the meeting at which a vote is had upon such increase or decrease.
- (c) Assessments shall be for the fiscal year beginning April 1st of each year and shall be payable on that date, and thereafter it shall be due and payable on April 1st of each year. It will be the duty of the Association to notify all owners, whose addresses are listed with the Association on or before that date, of the amount of the assessment on each lot owned by them and the date when such assessment is due. Failure of the Association to levy an assessment of dues prior to April 1st of each year for the next succeeding fiscal year beginning April 1st shall not invalidate any such assessment for that particular year, nor shall failure to levy such an assessment for one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to April 1st of any year, then it shall be due and payable not later than thirty (30) days from the date of levying the assessment.
- (d) A written or printed notice which is published, mailed, or delivered in a manner reasonably calculated to assure receipt shall be deemed to be sufficient and proper notice for these purposes, or for any other purpose where notices are required by these declarations and restrictions.
- (e) Notwithstanding the foregoing provisions of this section, a majority of the Board of Directors is authorized to formulate and propose additional annual assessments upon each lot aforesaid as are deemed necessary and reasonable for improvements or capital expenditures for maintaining the pool, clubhouse, and property in other common areas, including the property described in Section 5 of these declarations; provided, however, that any such assessment shall not be imposed unless a simple majority of all then-existing lot owners approves of same by written ballot or proxy pursuant to a duly called meeting, general or special, for the

consideration of such assessment.

- (f) Any assessment imposed under this Section 6 shall be enforceable upon approval thereof in the manner set out in these amended declarations, against all lots referenced in Exhibit A, and against any other lots which may be brought into the district at any time. The collection or enforcement of any assessment under this Section 6 shall not depend upon the nature of ownership or the identity of the person owning said lot or the lots contiguous thereto. Such assessments when imposed shall have the same force and effect as any other assessments for purposes of Section 7 of these declarations.

SECTION 7. LIEN ON REAL ESTATE

- (a) The assessment provided for in Section 6 and Section 9 and any and all fines imposed under Section 5(h) shall become a lien on the real estate against which it is levied as soon as it is due and payable, as above set forth.
- (b) After 90 days from the date of levying assessments, dues, or fines, the same shall become delinquent and payment of both principal and interest may be enforced as a lien on real estate in proceeding in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of nonpayment of assessments in the Office of Register of Deeds for Johnson County, Kansas, at Olathe, whenever any such assessments, dues or fines are delinquent. In any proceedings to enforce a lien or in filing certificates of nonpayment, the Association shall be entitled to recover its costs and reasonable attorney fees from the owner or owners of the property in question. Such costs and fees shall be collectible in the same manner as the original assessment provided for herein, and in addition to the interest and principal due thereon.
- (c) Such liens shall continue for a period of five years from the date of delinquency and no longer, unless, within such time, suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under the execution of the judgment establishing the same.

SECTION 8. EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR.

The Association shall at no time expend more money within any one year than the total amount of assessment for that particular year and any surplus which it may have from previous assessments. Nor shall the Association enter into any contract whatsoever binding the assessment of any future year to pay for any obligation, and no such contract shall be valid or enforceable against the Association except for contracts for utilities, it being the intention that the assessment for each year shall be applied as far as practical toward the payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year, except for utilities.

SECTION 9. ARCHITECTURAL COMMITTEE

- (a) There is hereby created an Architectural Committee, composed of three members in the Association as may be appointed by the Board of Directors. The general purpose of this committee shall be to ensure, through a centralized committee, the uniform and appropriate appearance of all lots within the district, as well as the uniform and appropriate appearance of any improvements upon such lots. To effect this general purpose, the Architectural Committee is and shall be authorized to perform the following functions in behalf of the Association and the board: (1) to nominate a chairperson to act as a liaison between the committee and the board; (2) to publish the name and telephone number of each member of the committee so as to supply notice to all members of the committee and its composition; (3) to ensure compliance of all lot owners with the Declarations and Restrictions as herein stated; (4) to review and approve or disapprove

of plans for any changes, additions, modifications or other improvements to any existing structure on any lot within the district; (5) to review and approve or disapprove any plans for fences to be placed upon any lot within the district; (6) to recommend the levying of fines or initiation of court proceedings to enforce the Declarations and Restrictions herein stated; and (7) to conduct or pursue such other activities as are reasonable necessary to accomplish the general purpose of the committee. The concurrence or agreement of any two members of the committee upon any action or subject shall constitute a decision of the committee upon such action or subject.

- (b) **Written Pre-Approval Required.** No building, fence or other structure, nor any improvement, addition, or modification to an existing building, fence, or other structure, shall be commenced, erected, or maintained upon any lot within the district, until the lot owner has obtained prior approval from the Architectural Committee therefore. Any building, fence, wall, or other structure, or any improvement, addition or modification to an existing building, fence, or other structure, which has been commenced, erected or maintained upon any lot without approval of the committee must be removed at the expense of the lot owner, and at no cost to the Association.
- (c) **Pre-Approval, Procedure.** The lot owner proposing to commence, erect, or maintain on any lot a building, fence, or other structure, or any improvement, addition or modification thereto, must submit to the Architectural Committee a copy of detailed plans showing the size, dimensions, material, purpose, and location of the proposed building, fence or other structure in advance of any action to commence, erect, or maintain the building, fence structure, improvement, addition, or modification. Upon receipt of such plan, the chairperson of the committee shall note thereon the date of receipt, and send a dated, written acknowledgment to the lot owner that the detailed plans have been received. The chairperson of the committee may, at his or her sole discretion, request additional information from the lot owner concerning the proposal. If additional information is requested, no action is required from the committee until the additional information is supplied. The chairperson shall acknowledge in writing to the lot owner the date when all additional requested information has been received. Within fifteen days after the date of such acknowledgment, the committee shall vote on the proposal and advise the lot owner in writing of its decision to approve or disapprove the proposal. If no written decision is communicated to the lot owner within this fifteen day period, the proposal shall be deemed not approved. A copy of the proposal and the committee's decision upon the proposal shall be provided to the Board of Directors. The decision of the committee shall be final unless the lot owner makes a request, within fifteen days after the date of the committee's decision, for further consideration of the proposal by the Board of Directors. Upon timely request, the Board of Directors shall review the decision, and, at its option, may consider further information from the lot owner. Any board decision shall be final.

SECTION 10. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all owners of land in the district, of the official address of the Association, the place where payments shall be made, and the place where any other business in connection with the Association may be transacted. In the case of any change of such address, the Association shall promptly notify all the owners of land in the district of the new address.

SECTION 11. SEVERABILITY

The provisions of this instrument are to be construed consistent with applicable law. If any term, clause or provision herein should be found or determined, by a court of competent jurisdiction, to be invalid or unenforceable, such declaration shall in no way affect the validity or enforceability of any other term, clause or provision of this instrument.

SECTION 12. AMENDMENT

This instrument may be modified and amended by written consent of the owners of a simple majority of all lots within the district as then constituted, evidenced by a declaration duly executed and acknowledged by such owners and recorded in the Office of the Register of Deeds for Johnson County, Kansas.

SECTION 13. HOW TERMINATED

The mutual duties and obligations of these Declaration and Restrictions may be terminated and all of the land now or hereafter affected may be released from all the terms and provisions thereof by the owners of three-fourths (3/4) of the lots then subject thereto, provided that such owners execute and acknowledge an appropriate agreement or agreements for such purpose and file the same for record in the Office of the Register of Deeds for Johnson County, Kansas.

SECTION 14. COVENANTS RUNNING WITH THE LAND

All the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon the present owners of all lots within the district, and upon their successors and assigns.

DEED RESTRICTIONS

NOW, THEREFORE, the owners, their successors and assigns, hereby place restrictions upon all lots within the district, as defined in the Declarations of the Association, as follows:

1. The restrictions herein set forth shall run with the land and bind the parties hereto, their heirs, trustees, assigns, and grantees for twenty years from the date of recording and shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then lot owners, it is agreed to change restrictions in whole or in part. All parties claiming by, through and under the parties hereto shall be taken to agree with the parties hereto, their heirs, assigns and grantees to conform to and observe each and all of the restrictions herein. No restriction herein set forth shall be personally binding on any corporation, person or persons except in respect to ownership of the title to said land. The owner or owners of any part of said land shall have the right to sue for and maintain an injunction preventive or mandatory to prevent the breach or enforce the observance of any of the restrictions herein set forth. The failure to take action shall in no event be deemed to be a waiver of the right to do so thereafter, or waiver of future violations of said restrictions. The invalidation of any of these restrictions by judgment or court order shall in no way effect the other restrictions herein, which shall remain in full force and effect.
2. No business building shall be constructed on any lots in the district. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which is or may be an annoyance or nuisance to the neighborhood.
3. All building sites in the district shall be restricted to one detached single-family dwelling house not to exceed two stories in height, excluding basement. All houses shall be located on lots in accordance with City Ordinances, and no other structure except attached garages shall be constructed. (A garage, for the purposes of these restrictions, shall be considered attached only if it is attached by roof.) Sidewalks shall be installed in accordance with City Ordinances and recorded plat when the building is completed.
4. All changes to paint color, design, structure, construction, or other modifications or additions to existing designs for houses shall be submitted for approval by the Architectural Review Committee. No construction shall commence until written approval has been received from the Architectural Review Committee. Unless otherwise approved in advance, all roofs shall be wood shingles or wood shakes.
5. No fence shall be erected until written approval has been received from the Architectural Review Committee. No fence shall be erected or maintained on any lot nearer a front or side street than the building setback line. Fences shall conform to the following:
 - Fences shall be not less than 4 feet nor more than 6 feet in height
 - Material shall be limited to cedar, redwood, CCA treated wood, wrought iron, or masonry
 - Gates must match fencing in design material, height and color
 - Fencing which is finished on one side only must be constructed with the finished side facing out
6. No trailer, basement, tent shack, barn or other outbuilding shall be erected on any building site or shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.
7. No cows, horses, swine, goats, poultry, sheep or livestock of any kind shall be kept on any building site.

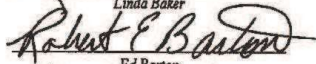
8. No tank for storage of oil or other fluids may be maintained on any of the lots.
9. No trash, ashes or other refuse may be kept, stored, thrown or dumped on any lot in the district, except that garbage and trash may be set out the evening before trash pickup. No burning of trash outside of the residence shall be permitted on any lot.
10. No signs, billboard or advertising structures of any kind may be placed or stored upon any lot in the district except signs advertising the rental or sale of the property shown on the recorded plat, provided such signs do not exceed six (6) square feet in size.
11. No building material of any kind shall be placed or stored upon any lot, except for a reasonable time prior to commencement of improvements, and then the material shall be placed only within the property lines of the lots upon which the improvements are to be erected.
12. Easements shall be retained by the owner for the use of public utility services where designated in the said plat, with the rights to construct, operate, and maintain any public utility service on such easement and with the right to transfer and convey any such public utility service and easement to any municipal government or public utility corporation authorized to construct, operate and maintain any such public utility. All utility service must be underground and each property owner must furnish easement or access across the land from the public easement to the house for each utility service. The utility companies have the privilege of servicing the lines to the house with the right of ingress and egress to said utility lines. The owner will be responsible for opening and back filling the trench for the initial service installation and, when required, to repair the utility lines from the public utility easement to the house.
13. No television antenna, radio aerial, or similar wire device shall be attached to the roof of the house or exposed in any manner.
14. No satellite dish in excess of 24 inches in diameter may be maintained on any lot or residence. The location of any satellite dish shall be subject to the pre-approval process set forth in section 9.
15. No clothesline or apparatus for laundry shall be installed on any lot.
16. No mobile home, camper, or trailer wither with or without wheels shall be kept on any lot. Motor boats, houseboats, other similar waterborne vehicles and non-operating motor vehicles may only be maintained, stored or kept if housed completely within the residential structure.
17. No oil drilling, development, operation, refining, mining, or quarrying operations of any kind shall be permitted upon or in any lots in the district, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these restrictions.
18. No citizens ban or HAM band transmitter of any type shall be operated from any lot or residence.
19. All residences covered by these restrictions are reserved for family living, and not more than two adult persons, who are unrelated by blood, marriage or adoption, can occupy a residence.

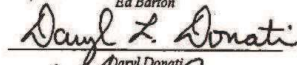
IN WITNESS

The undersigned persons hereby affirm that:

1. They are the duly elected or appointed members of the presently constituted board of directors for the Fontainebleau Homes Association.
2. The Declarations and restrictions set forth above were approved by the board of directors of the homes association, and published to all the members thereof who were eligible as of March 25, 1996 to vote in favor thereof or in opposition thereto, and said declarations and restrictions were duly considered by said members for adoption.
3. The declarations and restrictions set forth above were approved and adopted by affirmative vote, in person or by proxy, of the owners of three-fourths (3/4) of all lots located within the district, as defined in said declarations and restrictions, as of March 25, 1996.
4. The aforesaid vote was duly confirmed and verified by the secretary of the association, or by a person or persons designated by the board of directors for such purpose, and was found to be true and correct.


Linda Baker ^{KSDL}
Linda Baker



Ed Barton


Daryl Donati

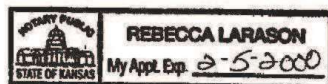

John Dye

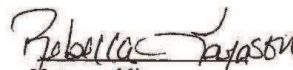

Greg Klein


Rao Polavarapu


Debbie Wergin

Subscribed and sworn before me, a notary, this 27 day of October, 1996




Rebecca Larason
Notary public

My commission expires:

EXHIBIT “A”

The following lots are included in the district as herein defined:

- Fontainebleau Subdivision Block 1 Lots 1-12
- Fontainebleau Subdivision Block 2 Lots 1-20
- Fontainebleau Subdivision Block 3 Lots 1-26
- Fontainebleau Subdivision Block 4 Lots 1-14
- Fontainebleau Subdivision Block 5 Lot 1
- Fontainebleau Subdivision Block 6 Track A & B (Clubhouse)
- Fontainebleau Subdivision Block 7 Lots 1-10
- Fontainebleau Subdivision Block 9 Lots 1-5
- Fontainebleau East Subdivision Block 1 Lots 1-5
- Fontainebleau East Subdivision Block 2 Lots 1-13
- Fontainebleau East Subdivision Block 3 Lots 1-4
- Fontainebleau East Subdivision Block 5 Lots 1-24

PHASE II

- Fontainebleau East Subdivision Block 1 Lots 6-12
- Fontainebleau East Subdivision Block 3 Lots 5-12
- Fontainebleau East Subdivision Block 4 Lots 1-2
- Fontainebleau East Subdivision Block 5 Lots 25-48

PHASE III

- Fontainebleau East Subdivision Block 3 Lots 13-35

FONTAINEBLEAU HOMES ASSOCIATION
Amendment One to the Declarations & Restrictions

WHEREAS, THE BOARD OF DIRECTORS has determined that the use of synthetic materials to construct fences within the District is beneficial to the District. Therefore, the Board elects to amend paragraph 5 of the Fontainebleau Homes Association Declarations & Restrictions as spelled out below to allow the use of synthetic materials to construct fences with the approval of the Architectural Review Committee.

“5. No fence shall be erected until written approval has been received from the Architectural Review Committee. No fence shall be erected or maintained on any lot nearer a front or side street than the building setback line. Fences shall conform to the following:

- Fences shall be not less than 4 feet nor more than 6 feet in height
- Material shall be limited to cedar, redwood, CCA treated wood, wrought iron, masonry, or a synthetic material approved by the Architectural Review Committee
- Gates must match fencing in design material, height and color
- Fencing which is finished on one side only must be constructed with the finished side facing out”

FONTAINEBLEAU HOMES ASSOCIATION
Amendment Two to the Declarations & Restrictions

WHEREAS, THE BOARD OF DIRECTORS has determined that the use of residences within the District as rentals is detrimental to the use and mortgage finance value of the non-rental properties within the District. Non-owner occupiers do not have the same motivation to maintain and improve the residences as owner occupied residences and some lenders will not make loans or will only offer high cost “investor” financing in subdivisions with rental properties. Therefore, the Board elects to amend the Fontainebleau Homes Association Declarations & Restrictions to include the following:

“No lot or residence within the District shall be rented or leased. Any lots or residences under a valid rent or lease agreement existing at the time the restriction is adopted, may continue such agreements. Rent or lease agreements shall be provided to the Board upon request. No existing rent or lease agreement may be extended or renewed by the owner. This restriction will run with the land and will bind all owners of lots within the District. The Board of Directors of the Association is hereby authorized to record such a restriction against all lots within the District.”

FONTAINEBLEAU HOMES ASSOCIATION
Amendment Three to the Declarations & Restrictions

WHEREAS, THE BOARD OF DIRECTORS has determined that the current limit on fines is not a deterrent to residents violating the restrictions approved by the other residents within the District. Therefore, the Board elects to amend section 5 (h) of the Fontainebleau Homes Association Declarations & Restrictions as spelled out below to allow the Board greater discretion in the assessment of fines to enforce all restrictions, declarations, covenants, rules and regulations now or hereafter imposed by the provisions of the Declarations and Restrictions.

“(h) To enforce, through the Board, all restrictions, declarations, covenants, rules and regulations now or hereafter imposed by the provisions of this declaration and the restrictions hereinafter stated. The board may enforce any such rules and regulations and provisions of this declaration through imposition of a fine in the amount ranging from \$25.00 to \$500.00, at the Board’s discretion, for each violation not cured within 30 days after written notice of such violation is provided. Additional \$25.00 to \$500.00 fines will be imposed for each month in which violation is not cured. Any fine assessed by the Board may be appealed by the homeowner upon whom the fine has been assessed and the fine may be reduced or abated upon good cause shown and such reduction or abatement approved by unanimous vote of the Board.”

FONTAINEBLEAU HOMES ASSOCIATION
Amendment Four to the Declarations & Restrictions

WHEREAS, THE BOARD OF DIRECTORS has determined that the current method of providing general funds does not account for nor allow for expeditious and efficient responses to cost increases of the necessary repetitive operational annually contracted services of: waste/recycle/yard waste collection, pool daily maintenance, weekly water and landscaping and annual insurance costs. Therefore, the Board elects to amend section 6 (a & b) of the Fontainebleau Homes Association Declarations & Restrictions as spelled out below to allow the Board the ability to address cost increased of the four basic and necessary services without requiring a district wide vote. Changes are only additions and are in bold.

SECTION 6. METHOD OF PROVIDING GENERAL FUNDS

“(b) The annual assessment of dues upon each lot within the district shall not be increased or decreased from the amount of the previous year’s dues, **other than the four necessary services listed below**, unless such an increase or decrease is approved by a simple majority of members of the Association at a general or special meeting duly called for such purpose at which is present, in person or by proxy, a quorum of at least 50 percent of all members of the Association. **For necessary repetitive operational services of waste/recycle/yard waste collection, pool daily maintenance, weekly water and landscaping and annual insurance costs, the board has the authority to increase annual dues in an amount up to the actual**

annual aggregate cost increase of these services from the previous year. Any services cost increase must be verified by the board obtaining three bids for that service. The board shall post the calculation data of any increase in its on-line neighborhood communications facility not later than the 28th of February of every year. Should the Board of Directors for the Association deem it advisable to submit a proposal for increasing or decreasing the amount of an annual assessment **for items other than waste, pool, landscaping and insurance**, of dues from the amount of the previous year's dues, the Board shall provide all members of the Association with reasonable advance notice of the proposal, and of any meeting, general or special, at which the proposal shall be voted upon. Any such proposal to increase or decrease the amount of an assessment of dues shall be recorded by the Secretary of the Board of Directors, or by such other person as the Board of Directors may appoint, as part of the written minutes for the meeting at which a vote is had upon such increase or decrease."