

**DECLARATION AND BYLAWS  
CREATING AND ESTABLISHING A PLAN FOR  
CONDOMINIUM OWNERSHIP  
UNDER THE KANSAS APARTMENT OWNERSHIP ACT  
FOR  
ENCLAVE AT THE RESERVE**



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## DECLARATION

This is the Declaration of The Enclave at the Reserve made on or as of the 28<sup>th</sup> day of July, 2008, pursuant to the provisions of The Kansas Apartment Ownership Act.

## RECITALS

A. Reserve Townhomes, LLC, a Kansas limited liability company, "**Declarant**", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. All of the property shown on the Plat was previously subject to Declaration of Restrictions and Submission to Townhome Ownership under Section 58-3700 et seq., Kansas Statutes Annotated for Enclave at The Reserve Townhomes dated August 08, 2007 and recorded August 15, 2007 at Book 200708 and Page No. T20070035014 in the Office of the Register of Deeds for Johnson County, Kansas at Olathe.

C. Declarant has amended and restated the Declaration of Restrictions for the Enclave at the Reserve Townhomes, as referenced above, so as only to include the 4-Plex buildings designated as Townhome Buildings and the property designated as the District Facilities on the Plat.

D. Declarant now desires to submit all of the 5-Plex buildings designated as Condominium Property located on the Plat to the Condominium Act.

E. Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, to exist in harmony with the Enclave at the Reserve Townhomes community and to these ends to submit this property to condominium ownership under the Condominium Act.

## ARTICLE 1. DEFINITIONS

The terms used in this document shall have these meanings, unless the context requires otherwise:

1.1 **"Allocated Share of Reserves"** constitutes the total amount of monies actually contributed by each separate Unit Owner, either Townhome Unit Owner or Condominium Unit Owner, which has been allocated by the Board as Reserve Funds.

1.2 **"Articles" and "Articles of Incorporation"** mean the articles, filed with the Secretary of State of Kansas incorporating The Reserve 8<sup>th</sup> Plat Home Association as a corporation not-for-profit under the provisions of the Corporation Law, K.S.A. Chapter 17.

1.3 **"Assessable Unit" and "Assessable Condominium Unit"** mean that portion or portions of the Condominium Property described as a Unit or Units in this Declaration, owned by a person or persons or entity or entities other than Developer.

1.4 **"Association"** means the RESERVE 8<sup>TH</sup> PLAT HOMES ASSOCIATION, a Kansas not-for-profit corporation and is also one and the same; as the association created for All Units in the Master District, both Townhome and Condominium.

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1.5 **"Board", "Board of Trustees" and "Executive Board"** mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the executive board of managers of the Condominium and the Townhome.

1.6 **"Bylaws"** means the bylaws of the Association, created under and pursuant to the provisions of the Townhome Act for the Townhomes and the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Section 58-3119 of the Condominium Act. A true copy of the Bylaws is attached hereto as Exhibit "E" and made a part hereof.

1.7 **"City"** means the City of Lenexa, Kansas.

1.8 **"Common Areas"** means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the Condominium Act.

1.9 **"Condominium Sub-Board"**

means all of the members of the Board of Trustees constituting the Condominium Trustees, who represent the Condominium Unit Owners.

1.10 **"Condominium Sub-Group"** means the members of the Association who are Condominium Unit Owners.

1.11 **"District Facilities"** means the District Facilities as defined in the Townhome Declaration.

1.12 **"District Facilities Committee"** means the committee formed pursuant to the Townhome Declaration and defined therein as the District Facilities Committee which shall oversee and manage the maintenance, assessments, activities and decisions associated with the District Facilities.

1.13 **"Condominium" and "The Enclave at the Reserve Condominium"** mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

1.14 **"Condominium Act"** means the Kansas "Apartment Ownership Act", K.S.A. Sections 58-3101 et seq.

1.15 **"Condominium Instruments"** means this Declaration, the Bylaws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

1.16 **"Condominium Organizational Documents"** means the Articles, the Bylaws, the Drawings, and this Declaration.

1.17 **"Condominium Property"** means the tracts of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

1.18 **"Condominium Unit Owner" or "Unit Owner"** means each person or persons and/or entity or entities who may for time to time own fee simple title to a Condominium Unit.



1.19 **"Declarant" and "Developer"** mean RESERVE TOWNHOMES, LLC, a Kansas limited liability company, as designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

1.20 **"Declaration" and "Condominium Declaration"** means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Condominium Act.

1.21 **"Design Review Committee"** means the committee formed pursuant to the Townhome Declaration and defined therein as the Design Review Committee which shall oversee and manage the construction of completed homes in the Master District.

1.22 **"District" and "Subdivision"** as used in the Declaration shall mean all of the land described on the drawings attached hereto which consists of the Condominium property and common areas. If and when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" and "subdivision" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modifications thereof.

1.23 **"Drawings"** means the drawings for the Condominium, and are the Drawings required pursuant to the provisions of the Condominium Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

1.24 **"Eligible Mortgagees"** means the holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.

1.25 **"Joint Common Areas"** means both the Townhome Common Areas and the Condominium Common Areas

1.26 **"Limited Common Areas"** means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, including but not limited to each Unit's Driveway and garage floor, balconies or decks, any walkways servicing only one particular Unit (sidewalk leading to main entrance of Unit) and any patio areas servicing only one particular Unit, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the Condominium Act.

1.27 **"Lot" and "Lots"** means each separate parcel within the District, which can be either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered lots, as platted, or part or parts of one or more platted lots and upon which a residential building may be erected, as shown on the Plat and in accordance with the restrictions hereinafter set forth.

1.28 **"Master District"** as used in the Declaration shall mean all of the land in the Condominium District and Townhome District, including all Condominium property along with all the Townhome property and all common areas and district facilities thereto.

1.29 **"Occupant" and "Condominium Occupant"** mean a person lawfully residing in a Unit, regardless of whether or not that person is a Unit Owner.



1.30 **"Person"** means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

1.31 **"Shared Facilities"** means the property defined as the shared facilities in the Shared Facilities Agreement.

1.32 **"Shared Facilities Agreement"** means that agreement entered into between The Reserve Homeowners Association and Declarant dated October 12, 2006 and recorded October 17, 2006 at Book 200610 and page 005621 at the Johnson County Recorder of Deeds.

1.33 **"Shared Facilities Committee"** means the committee formed pursuant to the Shared Facilities Agreement which shall oversee and manage the maintenance, assessments, activities and decisions associated with the Shared Facilities.

1.34 **"Townhomes"** means the Enclave at the Reserve Townhomes, as created by the Townhome Declaration, consisting of the Townhome property and including all 4 plex buildings as designated on the recorded Plat.

1.35 **"Townhome District Facilities"** means those portions of property designated as the District Facilities in the Townhome Declaration.

1.36 **"Townhome Declaration"** means the Amended and Restated Declaration of Enclave at the Reserve Townhomes dated 7/28/08 and recorded July 2008 a copy of which is attached hereto.

1.37 **"Townhome Sub-Board"** means all of the members of the Board of Trustees constituting the Townhome Trustees, who represent the Townhome Unit Owners.

1.38 **"Townhome Sub-Group"** means the members of the Association who are Townhome Unit Owners.

1.39 **"Townhome Unit"** means one single-family Townhome residential unit described as a townhouse unit in the Townhouse Declaration.

1.40 **"Townhome Unit Owner" or "Townhome Unit Owners"** means each person or persons and/or entity or entities who may from time to time own fee simple title to a Townhome Unit.

1.41 **"Trustee" and "Trustees"** means that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.

1.42 **"Unit", "Units", "Condominium Unit" and "Condominium Units"** means that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

1.43 **"All Unit Owners" or "All Owners"** means that person or those persons owning a fee simple interest in a Unit or Units, either Townhome Unit or Condominium Unit, each of whom is also a "member" of the Association.



**ARTICLE 2.  
THE PLAN**

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the below-described property under and pursuant to the provisions of the Condominium Act:

**ARTICLE 3.  
THE LAND**

A legal description of the land constituting a part of the Condominium Property, located in the City of Lenexa, Johnson County, Kansas and consisting of 1.0 acres, more or less, is attached hereto and marked **Exhibit "A"**.

**ARTICLE 4.  
NAME**

The name by which the Condominium shall be known is "**The Enclave at the Reserve Condominium**".

**ARTICLE 5.  
ADOPTION OF TOWNHOME PROVISIONS**

5.1 Adoption of Townhome Provisions. All Condominium Unit Owners, by acceptance of a deed to a Unit, agree to adopt and comply with the provisions of the Reserve Townhome Declaration as dated July 28, 2008 and recorded on July, 2008 which are specifically referenced herein. All provisions of the Townhome Declaration adopted by the Association shall be read so as to include and apply to the Condominium Units, Condominium Unit Owners, and Condominium Common Areas whenever the context so requires.

**ARTICLE 6.  
PURPOSES: RESTRICTIONS**

6.1 Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Areas and the well being of Unit Owners and occupants; and to establish a Unit Owners' association to administer the Condominium and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through assessments to accomplish these purposes.

6.2 Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) Townhome Restrictions. See Townhome Declaration Article 14 and all Sections thereunder. In adopting Section 14.24 of the Townhome Declaration, all references to section 10.2 shall be read to reference Section 18.2 of this Condominium Declaration.

(b) Limited Common Areas Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively



by the Condominium Unit Owners and occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended.

(c) Shared Facilities. Those portions of the Shared Facilities described herein shall be used by the Unit Owners and occupants as specified in the Shared Facilities Agreement and in this Declaration.

(d) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Areas, which may impair the structural integrity of any improvement.

(e) Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Area will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Area by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five (5) days after an interest in that Unit Owner's Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(f) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association or its Board, which in any manner would discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property, provided that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association or be in conflict with architectural and design controls noted herewith.

(g) Existing Restrictions. There are no other restrictions of record with the Recorder of Johnson County, Kansas.

## ARTICLE 7. IMPROVEMENT DESCRIPTIONS

7.1 Residential Building. All of the residential buildings which contain five units per residential building (also referred to as a "5 plex") shall constitute The Enclave at the Reserve Condominium. Currently there are two (2) such Condominium 5 plex residential buildings which contain ten (10) dwelling units. Each Condominium 5 plex residential building shall contain five (5) dwelling units per residential building. Each of the Condominium Units contains a living room, dining room, kitchen, utility room, three (3) bedrooms, a garage, and at least two (2) full bathrooms. Units may also contain a terrace, patio, balcony, loft area, and/or an additional half bath. The building is of simulated stone construction, with wood framing and flooring, lightweight concrete over a wood



subfloor, and an exterior comprised of brick, stucco, poured concrete and rubber. The principal materials of which this building is constructed are brick, stucco, glass, concrete, simulated stone, metal, wood, vinyl siding and drywall. The residential buildings are located as shown on the Plats and Plans.

7.2 Other.

(a) Each dwelling unit in the building has an interior entrance accessed by each Unit's garage and a main entrance accessed from outside.

(b) Each dwelling unit contains a storm shelter as required by the Lenexa design standards. The storm shelters are located in the garage area of each Unit. The storm shelters are reinforced spaces provided as a safe place for Unit occupants to go during severe weather and should be used only for such purpose. Using the storm shelters as additional storage or placing items inside the storm shelters is not advised and is done so at the Unit Owner's risk as doing so will frustrate the purpose of the storm shelters by rendering the storm shelters inaccessible during extreme weather.

**ARTICLE 8.  
UNITS**

8.1 Unit Designations. Each of the dwelling units, each of which is called "a Unit", is designated by a number (e.g., 101), corresponding with Declarant's number of the building in which that Unit is situated. The Unit designation of each Unit is shown on the Drawings where that Unit is located. The location and designation of each Unit is also shown on the plats and plans attached hereto as Exhibit "B". Information concerning the Units, with a listing of proper Unit designations, is shown on the attached Exhibit "C".

8.2 Composition of Units.

(a) Unit Composition. Each Unit constitutes a single freehold estate and consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floors, and the unfinished interior surface of the ceilings, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material;

(2) all windows, screens, glass and doors, and the frames, sashes and jambs, and the hardware thereof;

(3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;



(4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit;

(5) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;

(6) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby;

(7) the space in the attached garage;

(b) Unit Types, Sizes, Locations and Components. All Units are of the types substantially described on the attached **Exhibit "D"**, which also sets forth the size and composition of each type of Unit. The size of Units of each type is described in terms of both "net square feet of living area" and "gross building square feet". "Gross building square feet", means the area of space that constitutes a Unit, and is measured from the interior surfaces of exterior walls inward, and includes space occupied by interior partitions, and space in the attached garage, including patios or balconies. "Net square feet of living area", means the area of space that constitutes a Unit, and is measured from the interior surfaces of exterior walls inward, and includes space occupied by interior partitions. The type of each Unit is also set forth on **Exhibit "C"** and is substantially shown on the Drawings. Each Unit has its own furnace, hot water heater, and a security system. The location and composition of each Unit are also shown on the Drawings.

## ARTICLE 9. COMMON AND LIMITED COMMON AREAS

9.1 Common Areas - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, those portions labeled or described herein or on the Drawings as the Common Areas, are Common Areas.

9.2 Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "limited common areas" on the Drawings or herein are Limited Common Areas. The Limited Common Areas include an entryway stoop and other improvements within that area, Unit driveways, the floor of each Unit's garage, in the case of a Unit with an attached porch or balcony, the space in that attached porch or balcony; any decks or patio area and any walkways or sidewalks servicing only one particular Unit (the walkway to the main Unit entrance) together with all heating, ventilating and air-conditioning equipment and other mechanical equipment located outside of a Unit but servicing only that Unit and including any storage or crawl space above or below a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access; **HOWEVER** excluding therefrom, all of the following Common Areas, whether or not located within the bounds of that Unit: a) any supporting element of the building contained in interior walls; and b) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits, which serve any other Unit. Each such Limited Common Area is reserved for the exclusive use of the owners and occupants of the Unit it is designed or designated to serve. The Limited Common Areas allocated to a Unit may not be altered without the consent of the Unit Owner whose Unit is affected.

9.3 Undivided Interest. The undivided interest in the Common Areas of each Unit is shown on the attached **Exhibit "C"**, and, in each case, is the "Par Value" as determined by the relationship of each Assessable Unit to the total number of Assessable Units for any given year, so that



each Condominium Unit Owner owns an equal undivided interest in the Common Areas. Undivided interests have been adjusted to at least a thousandth of a percent, in Declarant's discretion, so that the total of undivided interests equals exactly 100.000%. The Common Areas shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains.

#### **ARTICLE 10. UNIT OWNERS' ASSOCIATION**

10.1 The Association. See Townhome Declaration Article 2 and all Sections thereunder. In adopting Section 2.2 of the Townhome Declaration, all references to section 3.5 shall be read to reference Article 11 of this Condominium Declaration and all references to Section 2.2 shall be read to reference Section 10.2 of this Condominium Declaration.

10.2 Voting Rights. Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of a member to vote with respect to his, her, or its Unit for failure to pay assessments when due, or for failure to observe other of the terms hereof, the Bylaws, or rules and regulations of the Association, pursuant to rules and regulations duly adopted by the Board from time to time.

#### **ARTICLE 11. EXECUTIVE BOARD OF TRUSTEES**

11.1 Executive Board of Trustees persons.

(a) See Townhome Declaration Article 3 and all Sections thereunder. In adopting Article 3 of the Townhome Declaration, all references to Article 3 shall be read to reference Article 11 of this Condominium Declaration. Further, in adopting Article 3 of the Townhome Declaration, the provisions of Section 3.3(c)(4) and 3.3(c)(4) pertaining only to obtaining property insurance on the District Facilities and references to the District Facilities in Sections 3.3(c)(9) and 3.3(d)(3) shall be ignored.

(b) In addition to the powers listed in the Townhome Declaration, the Board and the Condominium Sub-Board shall have all authority to do all things, and exercise all rights provided by the Condominium Act, that are not specifically reserved to Unit Owners.

#### **ARTICLE 12. DESIGN REVIEW COMMITTEE**

12.1 Design Review Committee. See Townhome Declaration Article 13, including all Sections therein.

#### **ARTICLE 13. DISTRICT FACILITIES COMMITTEE**

13.1 District Facilities Committee. See Townhome Declaration Article 4, including all Sections therein.



**ARTICLE 14.  
AGENT FOR SERVICE**

The name of the person to receive service of process for the Association, the Association's "Statutory Agent", and that person's place of business or residence, which is in the State of Kansas, is:

Business Services Group, Inc.  
13220 Metcalf, Suite 100  
Overland Park, KS 66213

In the event this individual for any reason ceases to be registered with the Secretary of State of Kansas as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

**ARTICLE 15.  
ADDITIONAL COVENANTS**

15.1 Additional Covenants. See Townhome Declaration Article 12 and all Sections thereunder.

15.2 Acknowledgement of Agreement. Developer has entered into an agreement with Wiley Enterprises, L.L.C. whereby Developer has agreed to release, indemnify and hold harmless Wiley Enterprises, L.L.C. for any action arising out of the construction of the residential buildings or any improvements within the District.

**ARTICLE 16.  
INSURANCE; LOSSES**

16.1 Fire and Extended Coverage Insurance. See Townhome Declaration Section 9.1.

16.2 Liability Insurance. See Townhome Declaration Section 9.2.

16.3 Fidelity Coverage. See Townhome Declaration Section 9.3.

16.4 Hazard Insurance Carrier. See Townhome Declaration Section 9.4.

16.5 Other Association Insurance. See Townhome Declaration Section 9.5.

16.6 Insurance Representative: Power of Attorney. See Townhome Declaration Section 9.6.

16.7 Unit Owners' Insurance. See Townhome Declaration Section 9.7.

16.8 Sufficient Insurance. See Townhome Declaration Section 9.8.

16.9 Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof constituting one of the 5 plex residential buildings, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and eligible mortgagees of the damaged 5 plex residential building, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Board shall make



repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners owning a Unit in the damaged residential building in proportion to their respective undivided interests in the subject 5 plex residential building. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Board shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

**16.10 Lender Requirements.** Notwithstanding the foregoing provisions of this Article, the Board shall at all times maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

## **ARTICLE 17. INDEMNIFICATION**

### **17.1 Indemnification.**

(a) See Townhome Declaration Section 6.1.

(b) Additionally, to the fullest extent permitted by law, none of the members of the Condominium Sub-Board shall be liable to any Owner or any Association member or anyone claiming by, through or under any Owner or Association member for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, inaction, omission, error or negligence taken or made in good faith, whether serving in his or its Trustee or Committee Member capacity, and which such member of the Townhome Sub-Board reasonably believed to be within the scope of his or its duties.

## **ARTICLE 18. DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION**

**18.1 Restoration of Substantial Damage or Destruction.** In the event of substantial damage to or destruction of all Units in a residential building, or the taking of one or more Units in any condemnation or eminent domain proceedings, the Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

**18.2 Election Not to Restore: Termination.** The Association may, with the consent of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit Owners owning a Unit in the damaged 5 plex residential building, and the consent of eligible mortgagees hereinafter provided, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate that particular 5 plex residential building. In any such an event, all of the property consisting of the damaged 5 plex residential building shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such 5 plex residential building, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the 5 plex residential building, the net proceeds from the partition sale, shall be distributed among the Owners of the Units located in the subject 5 plex residential building and the holders of their respective first mortgage liens, (as their



interests may appear), in the proportions of their undivided interests in the damaged 5 plex residential building.

18.3 Rehabilitation and Renewal. The Association, with the consent of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit Owners owning a Unit in each 5 plex residential building, and the consent of eligible mortgagees hereinafter provided, may determine that a particular 5 plex residential building is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall first be paid from each affected Units Allocated Reserve Fund, and any deficiencies to be allocated to the respective Unit Owners in the proportions of their undivided interests in the subject 5 plex residential building.

## ARTICLE 19. CONDEMNATION

19.1 Standing. Except as hereinafter provided, the Board, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Board to recoup the losses incurred by it, or any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

19.2 Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications thereof approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners for each affected 5 plex residential building, and the consent of eligible mortgagees hereinafter provided.

19.3 Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Board with each affected Unit's Allocated Reserve Funds and, to the extent each Unit's Allocated Reserve Funds are insufficient therefore, such excess cost shall be a common expense and assessed among the Units in each affected 5 plex residential building in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit Owners for each affected 5 plex residential building, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the affected 5 plex residential building.

19.4 Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any 5 plex residential building could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not



be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner of the affected 5 plex residential building whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such non-restorable Unit or Units, and the Owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

19.5 Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Board, or its designated representative, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Board set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

## ARTICLE 20. GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

### 20.1 Easements of Enjoyment; Limitations.

(a) Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Areas and an unrestricted right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas and the Limited Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof. Each Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Areas and to ingress and egress to the occupants of that owner's Unit.

(b) The Board, at all times, shall ensure that there is an unimpeded route for vehicular and pedestrian ingress and egress over and upon the Condominium Property, and/or over and upon the Townhome Property if necessary, to a public street.

### 20.2 Right of Entry for Repair, Maintenance and Restoration.

(a) The Board shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Areas, to enable the Board to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Board's right of entry to a Unit and its appurtenant Limited Common Areas may be exercised without notice; otherwise, the Board shall give the owners or occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Areas. Each Unit Owner shall provide the Board with a key to the Unit, which shall be used by the Board only



in the case of an emergency when notice cannot be given and permission cannot be reasonably obtained from the Unit Owner.

(b) A nonexclusive perpetual easement is hereby granted to the District Facilities Committee, its members, successors and assigns the right of entry, access to and easement over, upon and through all of the Common Areas as is necessary to enable the District Facilities Committee to perform its obligations, rights and duties with regard to maintenance of the District Facilities.

20.3 Performance of Work; Indemnification. See Townhome Declaration Section 8.6. In adopting Section 8.6 of the Townhome Declaration, all references in Section 8.6 to Article 8 shall be read to reference Article 20 of this Condominium Declaration.

20.4 Easements for Encroachments. Each Unit and the Common Areas and Limited Common Areas shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Areas and Limited Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

20.5 Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

20.6 Easements for Proper Operations. Easements to the Board shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, computer cables, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Board to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Board shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by owners and occupants.

20.7 Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Board and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.



**20.8 Easements Reserved to Declarant.**

(a) Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Areas and Limited Common Areas (a) for a one year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, for access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) for the initial sales period, but for no longer than two years from the time of the closing of the first sale of a Unit to a bona fide purchaser, to maintain and utilize one or more Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales purposes, and advertising signs.

(b) All rights and easements reserved to Declarant, its successors and assigns, pursuant to this section, shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of owners and occupants of Units.

**20.9 District Facilities.** A non-exclusive and perpetual easement has been granted to each Unit Owner and Unit occupant over all of the District Facilities as designated in the Townhome Declaration. Unit Owners and occupants have an unrestricted right of access to the District Facilities, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the District Facilities Committee to make reasonable rules and regulations concerning the use and management of the District Facilities, provided that no such rule or regulation shall limit or prohibit the right of use or access to the District Facilities, or any part thereof.

**20.10 Use of Shared Facilities.** See Townhome Declaration Section 8.4.

**20.11 Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, appoints the Board or its designated representative, as his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

**20.12 General.** The easements and grants provided here in shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

**ARTICLE 21.  
SHARED FACILITIES COMMITTEE**

**21.1 Shared Facilities Agreement.** See Townhome Declaration Article 5 and all Sections thereunder.

**ARTICLE 22.  
ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS**



22.1 Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Board: (a) annual operating assessments, (b) special assessments for capital improvements (c) special individual Unit assessments, (d) District Facilities Assessments, and (e) Shared Facilities Assessments, all of such assessments to be established and collected as provided herein.

22.2 Purpose of Assessments.

(a) The assessments levied by the Board shall be used exclusively to promote and provide for the welfare of All Unit Owners and occupants and the best interests of the Master District Property.

22.3 Assessments. See Townhome Declaration Article 7 and all Sections therein. In adopting Article 7 of the Townhome Declaration, all references to sections in Article 7 shall be read to reference Article 22 of this Condominium Declaration.

### ARTICLE 23. CONDOMINIUM INSTRUMENT REQUIREMENTS

23.1 General. The Condominium Act and institutional mortgagees require that certain information and lawfully binding obligations be set forth in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order that all such information and obligations be provided in this Declaration, various items of that information and of those obligations are set forth in the following sections of this article.

23.2 Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow in a financial institution located in the State of Kansas until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

23.3 Association Control. Except in its capacity as a Unit Owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association, except as expressly provided herein. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act.

23.4 Limited Warranties. Declarant provides to each purchaser of a Unit from it certain limited warranties which are described in an Original Sale Certificate provided to each purchaser at or prior to the time the purchaser enters into a contract to purchase a Unit.

23.5 Unit Owners' Rights and Obligations. Each Unit Owner will be vested with the rights and be subject to the duties of a Unit Owner set forth herein, or in any other Condominium instrument, or established by law, during the time of that owner's ownership of a fee simple interest in a Unit.

### ARTICLE 24. NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS



24.1 Notices. Any eligible mortgagee, upon written request to the Association (which request states the name and address of such eligible mortgagee and the Unit designation), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium organizational documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Areas; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Areas (including the Limited Common Areas), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Areas or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that owner's Unit; (xii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiii) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xiv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium organizational documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(b) any proposed decision or action that: (i) terminates professional management and establishes self-management when professional management has been required previously by an eligible mortgagee; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium organizational documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium organizational documents, make any change with respect to the items described in subparagraph (a) of this Section 24.1.

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of eligible mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association both name address the Unit or address the stating its and designation of Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

24.2 Voting Rights. No action with respect to which eligible mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of this Section 24.2 may be taken without the consent of eligible mortgagees of Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium property, shall be taken without the consent of eligible mortgagees of Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible mortgagees appertain.



**ARTICLE 25.  
AMENDMENTS**

25.1 Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium organizational documents) shall, in addition to the consents required of eligible mortgagees, if any, as hereinbefore provided, require the consent of Unit Owners exercising not less than two thirds (2/3) of the voting power of Unit Owners. Notwithstanding the foregoing:

(a) the consent of all Unit Owners constituting the Condominium Sub-Group shall be required for any amendment effecting a change in:

- (1) the boundaries of any Unit;
- (2) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;
- (3) the number of votes in the Association appertaining to any Unit or
- (4) the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) the consent of Unit Owners constituting the Condominium Sub-Group exercising not less than ninety percent (90%) of the voting power of Unit Owners constituting the Condominium Sub-Group shall be required to terminate the Condominium; and

(c) See Townhome Declaration Section 18.3.

(d) An eligible mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within thirty (30) days after receipt of the same, shall be deemed to have approved such request.

25.2 Amendment by Developer. Notwithstanding any other provision of this Declaration to the contrary, as long Developer owns any Unit in fee simple, Developer shall have the sole and exclusive right (subject to the restrictions on amendment set forth in Section 25.1c) to amend this Declaration without the approval of the Condominium Sub-Group, the directors or members of the Association or the approval of any other Sub-Group, Owner or other party, by a written instrument setting forth the entire amendment, which shall become effective upon its recording with the Register of Deeds.

25.3 Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit Owners constituting the Condominium Sub-Group and eligible mortgagees hereinbefore required, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective



upon the filing of the same with the auditor and recorder of the county in which the Condominium Property is located.

## **ARTICLE 26. RESERVATION FOR EXPANSION**

26.1 Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this article.

26.2 Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property.

26.3 Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7) years from the date this Declaration is filed for record. Declarant shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

26.4 Description. Any of the property designated on the plat as "Additional Property" may be added to the Condominium Property in order to affect the expansion rights. At the Declarant's option, new residential structure(s) may be built on the Additional Property ("Additional Condominium Building(s)") and added to the Condominium Property by submission to the Condominium Act, and, together with any other improvements placed thereon and added hereto, is referred to herein as the "Additional Condominium Building(s)".

26.5 Composition of Portions Added. Neither all nor any portion of the Additional Condominium Building(s) must be added to the Condominium Property, nor, if any of the Additional Condominium Building(s) is added, shall it be required that a particular portion of the Additional Condominium Building(s) must be added, provided that portions added meet all other requirements set forth in this Article. The structure(s) must be constructed pursuant to all requirements set forth in this Declaration.

26.6 Improvement Location Limitations. There are no limitations or assurances as to the location of any improvements that may be made as part of the Additional Condominium Building(s).

26.7 Maximum Number of Condominium Buildings. The maximum total number of residential buildings that may be created as part of the Additional Condominium Building(s) and added to the Condominium Property is eighteen (18).

26.8 Non-Residential Uses. No Units may be created as part of the Additional Condominium Building(s) and added to the Condominium Property that are not restricted exclusively to residential use; which residential use includes the function of a garage that is allocated to a Unit or Units.

26.9 Compatibility of Structures. Any structure erected as part of the Additional Condominium Building(s) and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of structure type, scale, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional



Condominium Building(s) is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, variances in setbacks or locations of structures in relation to other improvements, or minor changes in design or finish detail.

26.10 Improvements Other than Structures. If all or a portion of the Additional Condominium Building(s) is added to the Condominium Property, then any necessary drives, sidewalks, yard areas, or other improvements shall be constructed similar to those then on the Condominium Property.

26.11 Limited Common Areas. Declarant reserves the right with respect to all or any portion of the Additional Condominium Building(s) added to the Condominium Property to create Limited Common Areas therein of substantially the same type and size as those areas now so designated as such in the Condominium Property. The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

26.12 Supplementary Drawings. At such time as Declarant adds all or any portion of the Additional Condominium Building(s) to the Condominium Property it shall file Plats and Plans with respect to the Additional Condominium Building(s) as required by the Condominium Act.

26.13 Procedures for Expansion. All or any portion of the Additional Condominium Building(s) shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and plats and plans with respect to the Additional Condominium Building(s) and improvements thereon added required by the Condominium Act; Developer shall have the sole and exclusive right to make such amendment without the approval of the Condominium Sub-Group, the directors or members of the Association or the approval of any other Sub-Group, Owner or other party; provided, such expansion will not be effective until all improvements related thereto are substantially completed.

26.14 Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the appropriate county recorder of an amendment to the Declaration adding all or any portion of the Additional Condominium Building(s) to the Condominium Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) the owner or owners of a Unit or Units in one of the Additional Condominium Building(s) shall thereupon become Condominium Unit Owners, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other Condominium Unit Owners;

(c) the undivided interests of all units in the Common Areas, as so modified, shall be reallocated based as provided in Section 9.3 herein; and



(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect.

## ARTICLE 27. GENERAL PROVISIONS

27.1 Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

### 27.2 Actions.

(a) In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Board, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Boards's rules and regulations. Failure by Declarant, the Board or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Board and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Board shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration, and provided, further, that neither the Association, the Board nor its Trustees, officers, or other representatives, shall be liable to any Unit Owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner, occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association, the Board or such Trustee, officer or other representative. Notwithstanding the foregoing, in the event of any dispute between the Board and any Unit Owner or Occupant that cannot be settled by agreement between them, no Unit Owner or Unit Owners shall institute legal proceedings against the Board without first submitting the dispute to arbitration in accordance with and pursuant to the provisions of the arbitration law of the State of Kansas then in effect, by a single independent arbitrator selected by the Board. In addition to all other remedies available by law, the Board may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

(b) See Townhome Declaration Sections 18.2, 18.3 and 18.5.

27.3 Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.



27.4 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

27.5 Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

THIS DECLARATION CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 28<sup>th</sup> day of July, 2008.

Reserve Townhomes, LLC, a Kansas limited liability company

By: 

Print Name: Bill Wiley, Manager

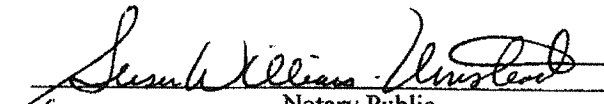
STATE OF MISSOURI )

) SS.

COUNTY OF JACKSON )

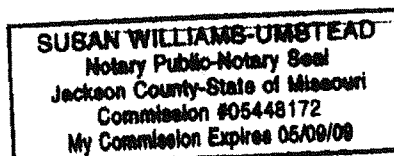
On this 28<sup>th</sup> day of July, 2008, before me, appeared Bill Wiley, to me personally known, who being by me duly sworn, did say that he is the manager of Reserve Townhomes, LLC, a Kansas limited liability company, and that said instrument was signed in behalf of said company by authority of its Operating Agreement, and said Bill Wiley acknowledged said instrument to be the free act and deed of said limited liability company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Susan Williams-Umstead, Notary Public

My Commission Expires:

May 9, 2009





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### SUBORDINATION OF MORTGAGE

This Subordination of Mortgage Witnesseth, that North American Savings Bank, a Federal Savings Bank, having an office at 12520 S 71 Highway, Grandview, MO 64030 ("Grantor/Owner"), as owner and holder of the mortgage evidencing the debt secured by the Mortgage executed by Reserve Townhomes, LLC, a Kansas limited liability company, having a mailing address at c/o Bill Wiley Homes, 910 SE 7<sup>th</sup> Terrace, Lee's Summit, Missouri 64063 ("Grantee/Borrower"), dated October 12, 2006 and recorded October 17, 2006 as Document No. 20061017-0005622 in Book 200610 at Page 005622, for value received does hereby subordinate the lien and effect of said Mortgage to the easements and building lines and lot lines as shown on the property therein described on the plat of ENCLAVE AT THE RESERVE CONDOMINIUMS recorded as Instrument Number/Book and Page \_\_\_\_\_ and the Declaration of The Enclave at the Reserve recorded as Instrument/Book and Page \_\_\_\_\_. Provided, however, that this Subordination shall not prejudice the lien of said Mortgage on the remaining property herein described or subordinate said Mortgage to any other claim against the property.

IN WITNESS WHEREOF, these presents have been executed by said corporation, pursuant to due authority this 25<sup>th</sup> day of July, 2008.

NORTH AMERICAN SAVINGS BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



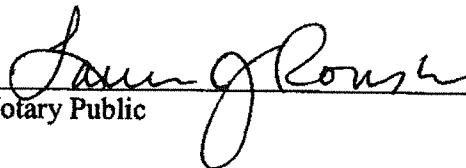
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JO CO KS BK:200807 PG:008626



STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

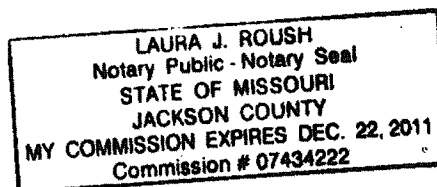
On this 25<sup>th</sup> day of July, 2008, before me, appeared Michael G. Anderson, to me personally known, who being by me duly sworn, did say that he is the Sr. Vice President of North American Savings Bank, a Federal Savings Bank, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Michael G. Anderson acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office the day and year last above written.

  
Notary Public

My commission expires:

12-22-11



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**EXHIBIT "A"**

**LEGAL DESCRIPTION - DECLARATION OF CONDOMINIUM**

Units 1A, 1B, 1C, 1D and 1E on Tract J, TOWNHOMES AT THE RESERVE, THIRD PLAT, replat of part of Tract D, TOWNHOMES AT THE RESERVE, FIRST PLAT in the City of Lenexa, Johnson County, Kansas, currently consisting of one (1) building and five (5) dwelling units numbered as set forth below. Additional Condominium Units may be added as set forth in Article 26.



**EXHIBIT "B"**

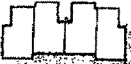
**PLATS AND PLANS FOR THE CONDOMINIUM PROPERTY**


**Key for Plan and Plats**


CONDOMINIUM PROPERTY	No. 31
TOWNHOME PROPERTY	No. 2, 3, 8, 9, 10, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 25, 26, 32, 33, 34, 37, 39, 40, 43, 44, 45, 46, 47, 48, 49, 50, 51, and 53 including any property not designated as Condominium Property or Townhome Property
ADDITIONAL PROPERTY; may be added to either Condominium Property in accordance with the Condominium Declaration or Townhome Property in accordance with the Townhome Declaration	1, 4, 5, 6, 7, 11, 16, 23, 24, 27, 28, 29, 30, 31, 35, 36, 38, 41, and 42

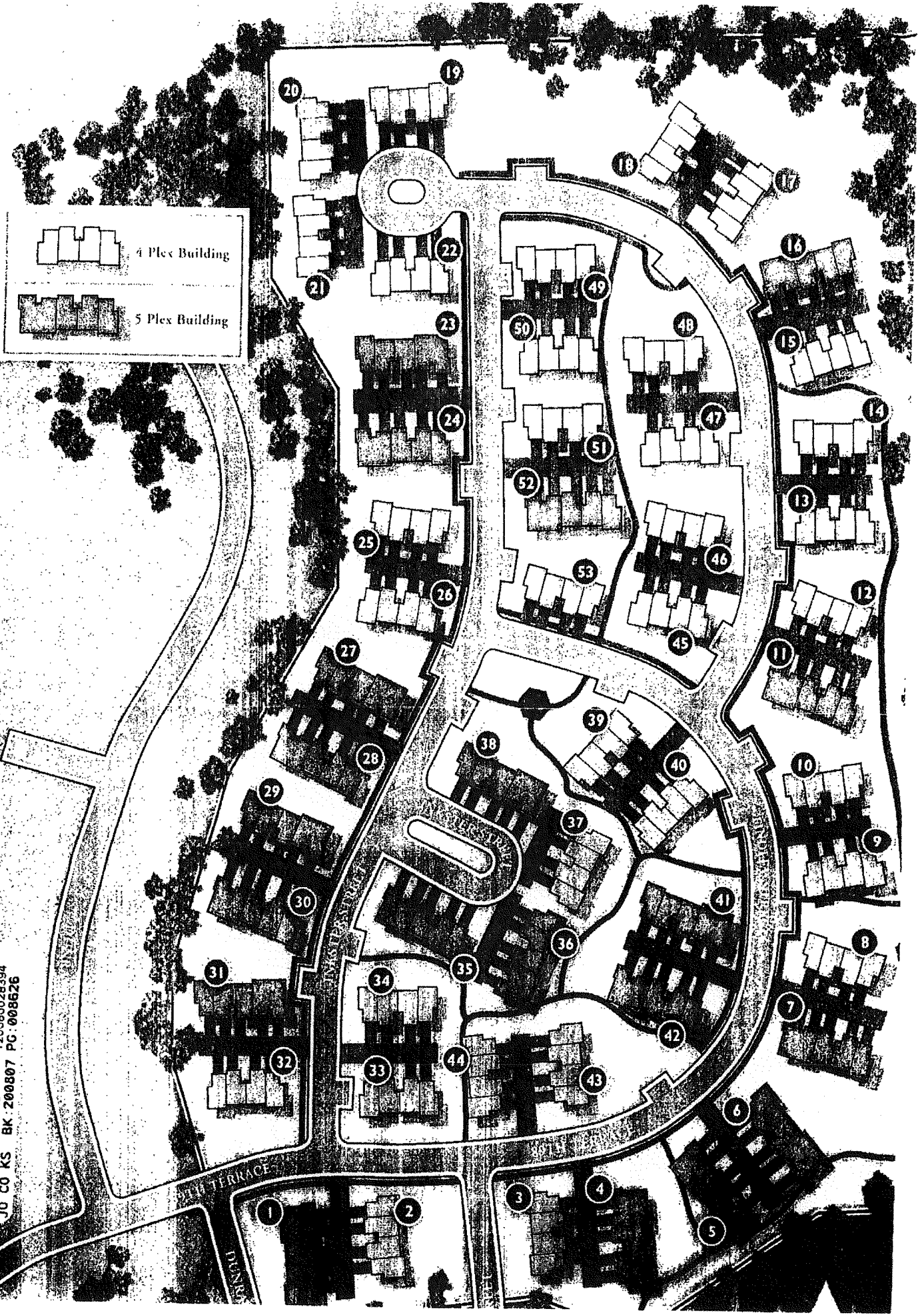
Attached hereto are the plans for these condominium units.



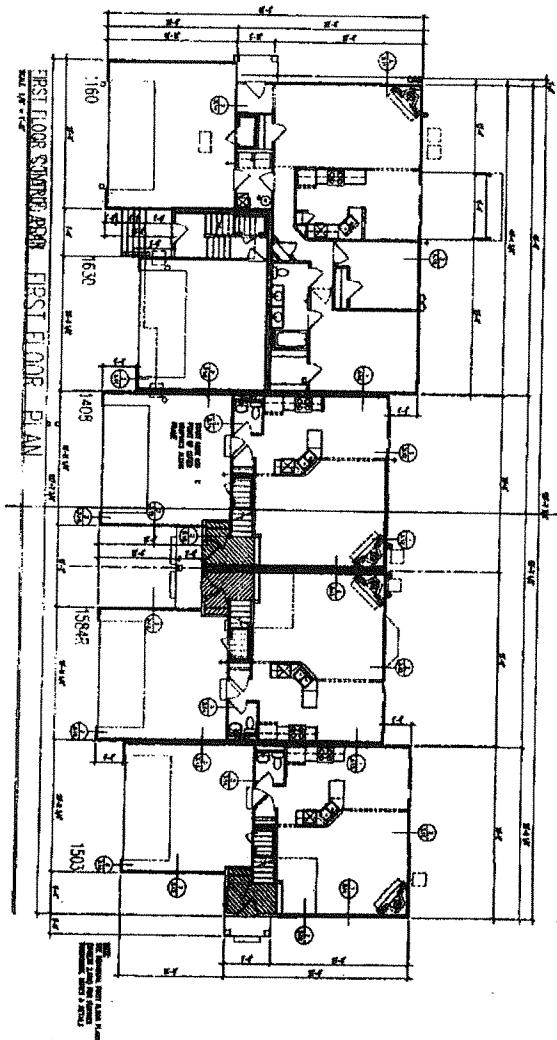

4 Plex Building


5 Plex Building

  
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JO CO KS BK:200807 PG:008626

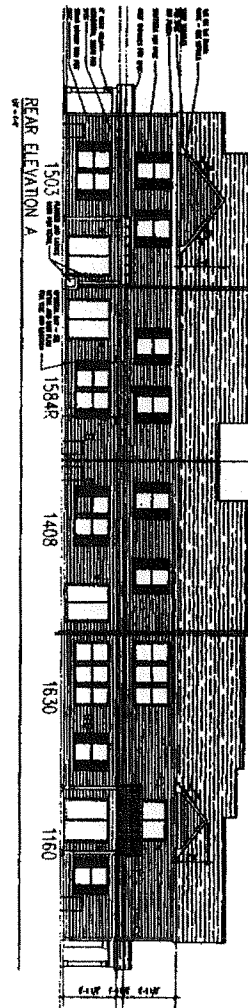
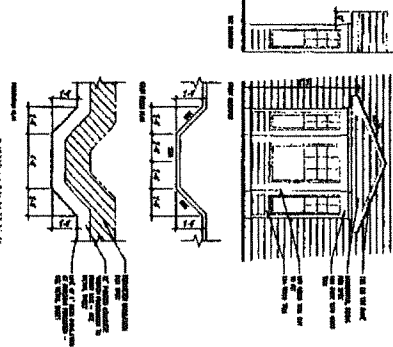




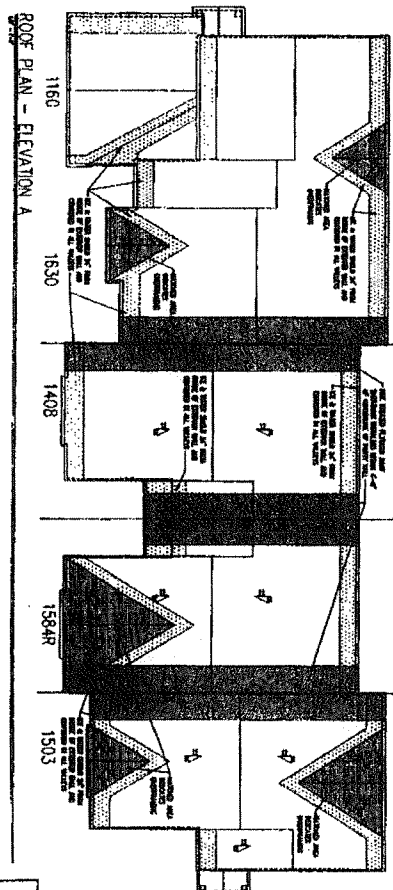




OPTIONAL BAY  
8' 0" MIN. VENTILATION  
CONFORMANCE 4' 0" MIN.



REAR ELEVATION A



ROOF PLAN - ELEVATION A

THE INFORMATION CONTAINED HEREIN IS FOR THE EXCLUSIVE USE OF THE CLIENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. ANY REPRODUCTION OR TRANSMISSION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS PROHIBITED AND MAY BE SUBJECT TO LEGAL ACTION.

7/17/02  
AFC/CHP  
DLS

Exterior Walls  
Floor System

7/17/02  
AFC/CHP  
DLS



RESERVE TOWN HOMES  
LENEXA, KANSAS

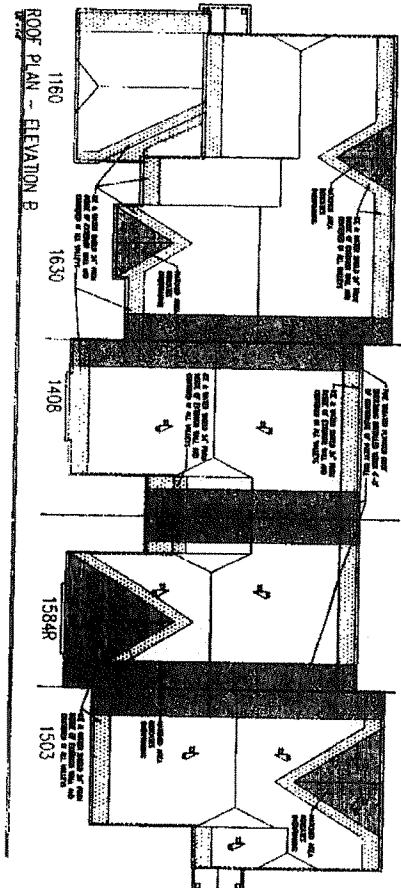
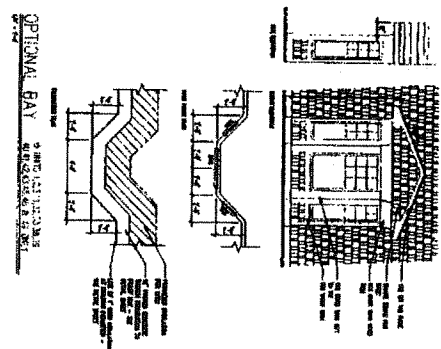
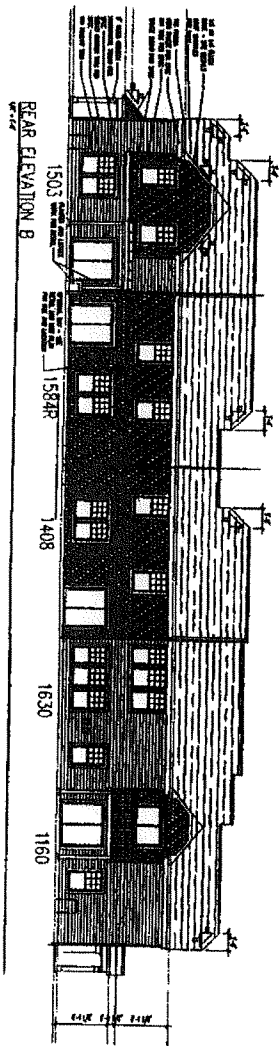
5 PLEX ELEVATION A

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 Register of Deeds  
 JO CO KS BK: 200807 PG: 008626



5 PLEX ELEVATION B

RESERVE TOWN HOMES  
 LENEXA, KANSAS

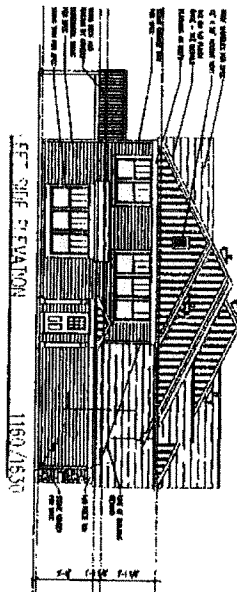


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 Roof System

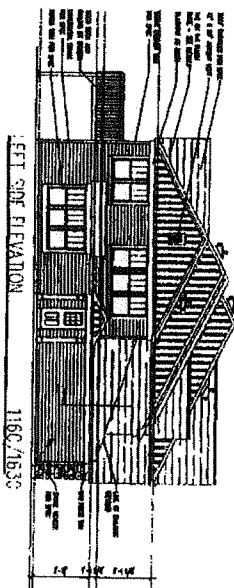
CITY OF LENEXA  
 APPLICANT

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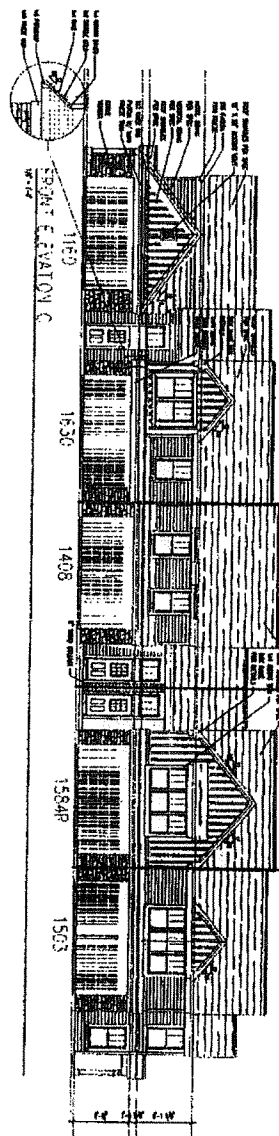




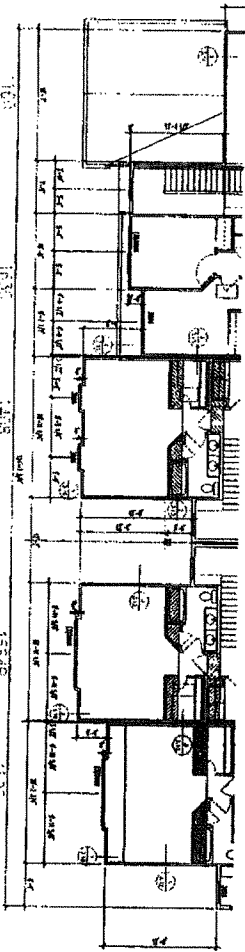
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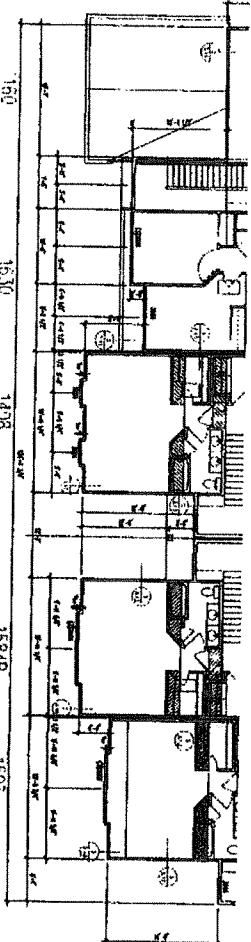
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FRONT ELEVATION C



REAR ELEVATION C



SECOND FLOOR PARTIAL CONTROL PLAN - ELEVATION C

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 JO CO KS BK:200807 PG:008626

Exterior Walls  
 Floor System

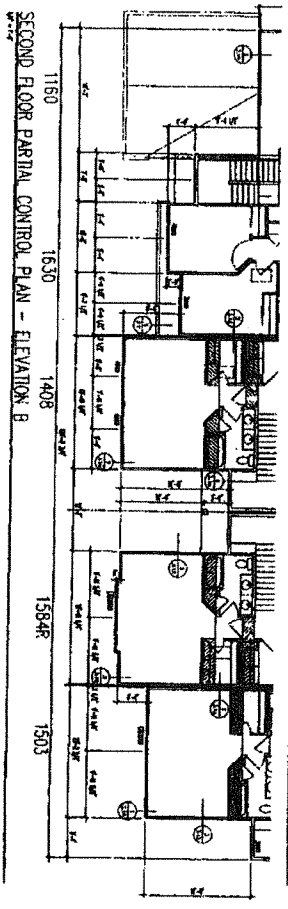
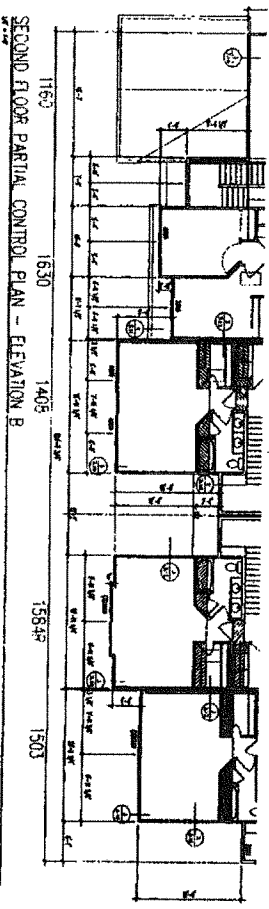
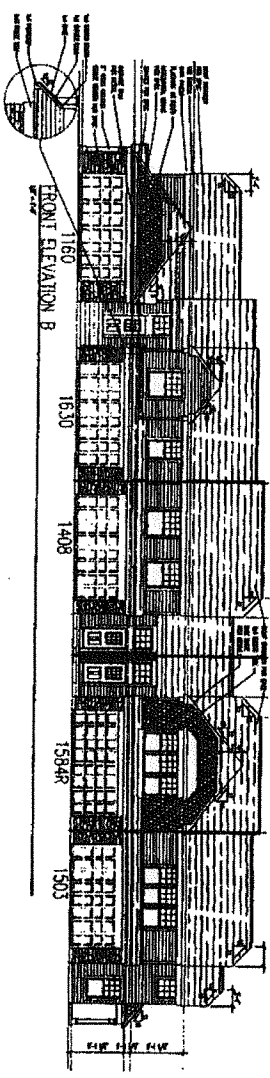
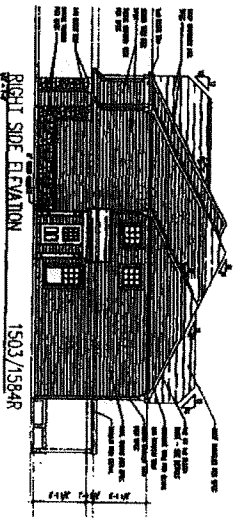
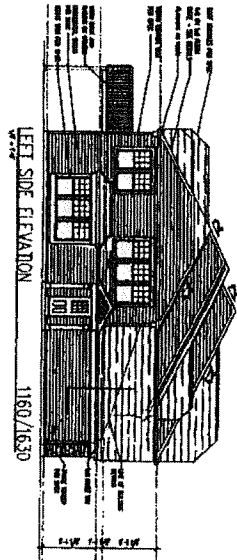
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7.05

RESERVE TOWN HOMES  
 LENEXA, KANSAS

5 PLEX ELEVATION C





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 Register of Deeds T20080028394  
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RESERVE TOWN HOMES  
 LENEXA, KANSAS

5 PLEX ELEVATION B

Exterior Walls  
 Floor System  
 Roof System

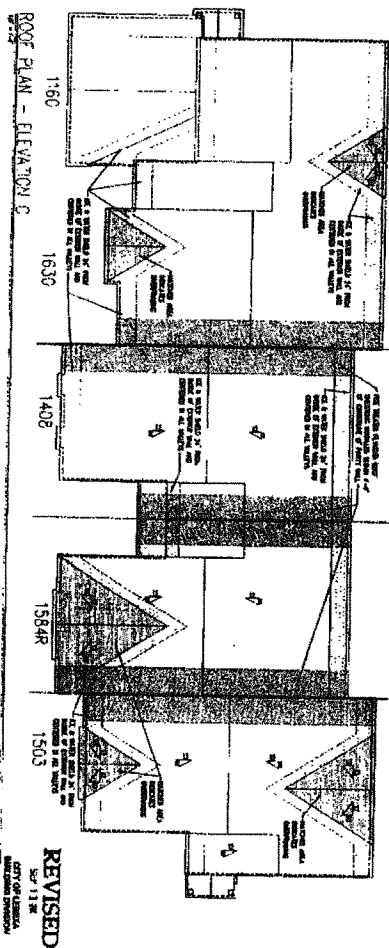
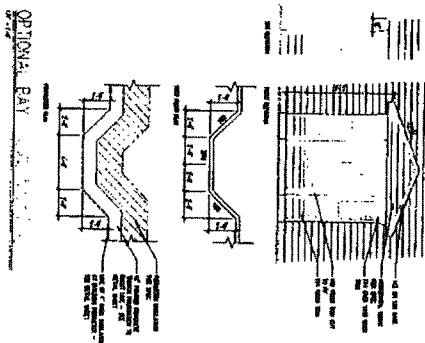
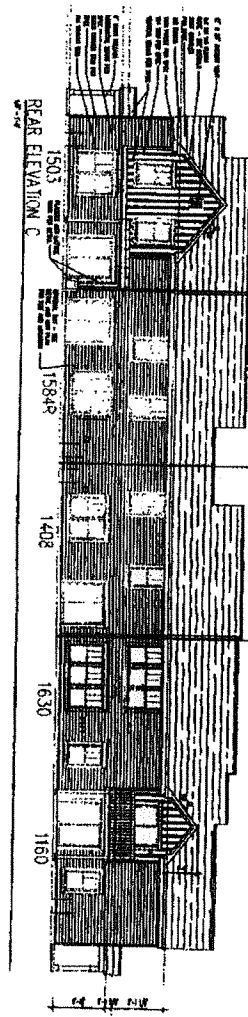
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5 PLEX ELEVATION C

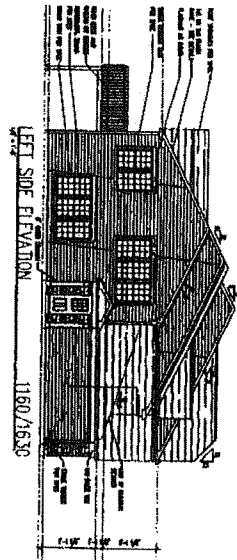


RESERVE TOWN HOMES  
 LENEXA, KANSAS

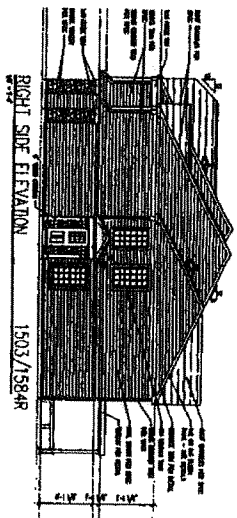
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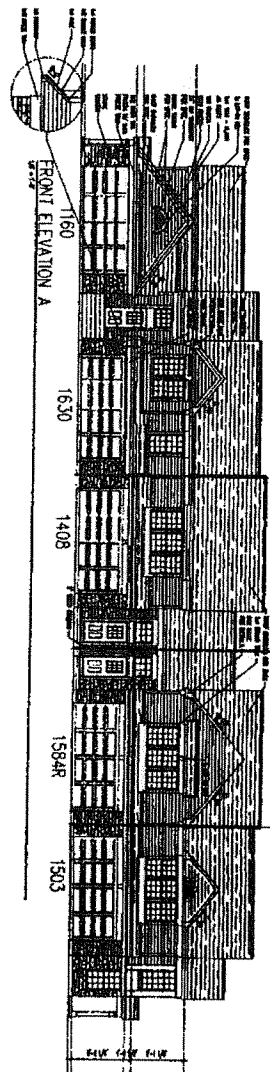




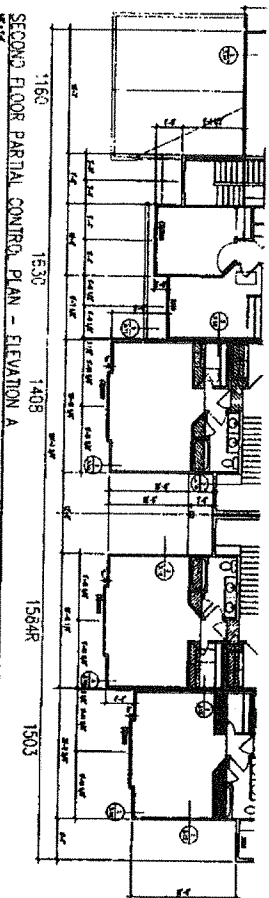
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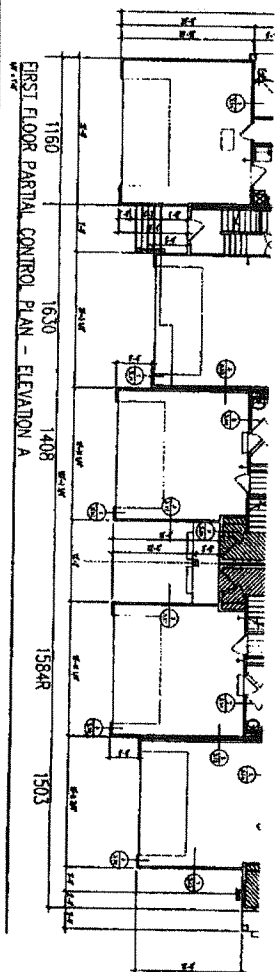
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FRONT ELEVATION A



SECOND FLOOR PARTIAL CONTROL PLAN - ELEVATION A



FIRST FLOOR PARTIAL CONTROL PLAN - ELEVATION A



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 JO CO KS BK:200807 PG:008626

RECEIVED  
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 OFFICE OF THE  
 REGISTER OF DEEDS  
 1000 WEST 10TH AVENUE  
 SUITE 100  
 KANSAS CITY, MO 64108  
 TEL: 816.251.1200  
 FAX: 816.251.1201  
 WWW.KSREGISTEROFDEEDS.COM

Exterior Walls  
 Floor System

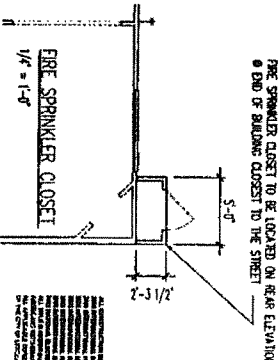
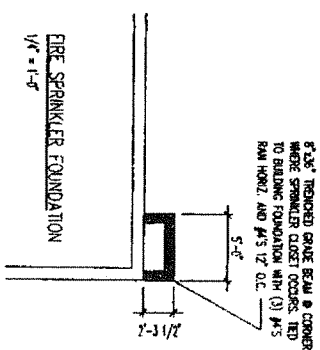
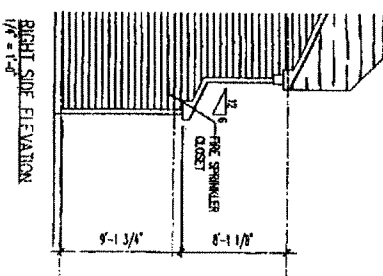
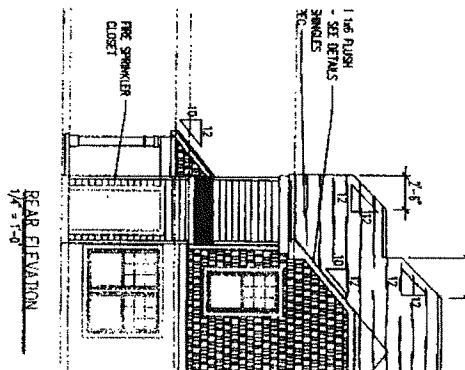


RESERVE TOWN HOMES  
 LENEXA, KANSAS

5 PLEX ELEVATION A

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CITY OF LENEXA  
APPROVED BY: [Signature]  
DATE: [Date]

Exterior Walls  
Floor System  
Foundation

**FOI**

**RESERVE TOWN HOMES**

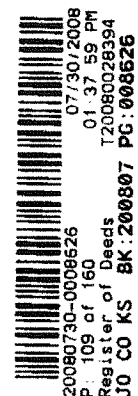
LENEXA, KANSAS

5 PLEX ELEVATION C

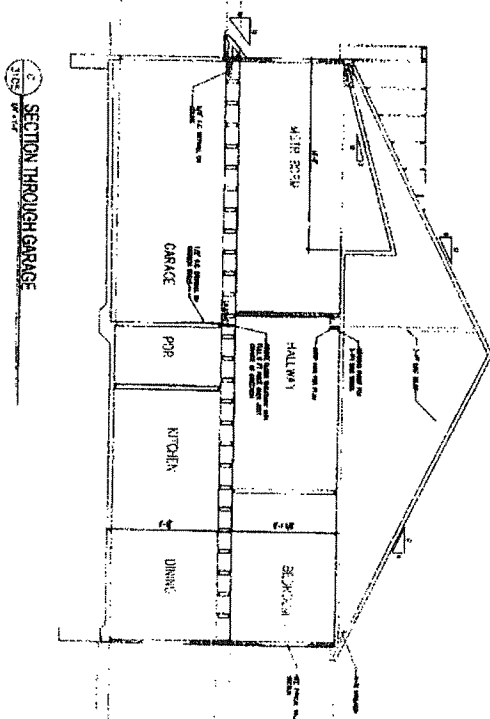




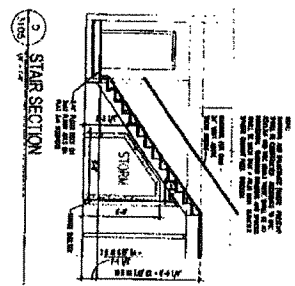




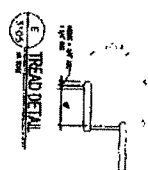




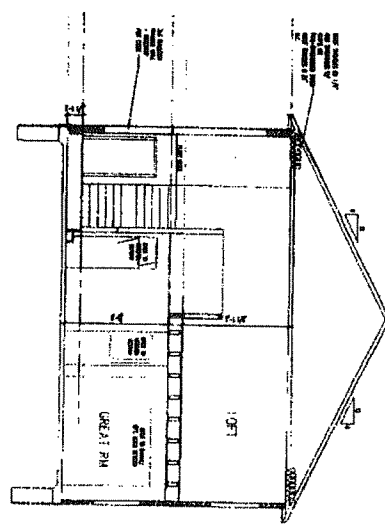
SECTION THROUGH GARAGE



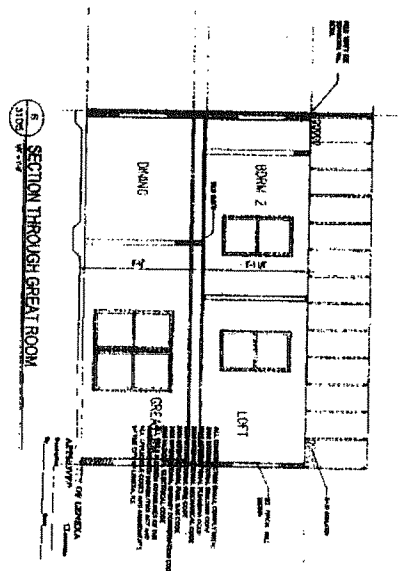
STAIR SECTION



BEDROOM DETAIL



SECTION THROUGH GREAT ROOM



SECTION THROUGH GREAT ROOM

3.105

PROJECT NO.: 20080730-0008626  
 DATE: 07/30/2008  
 DRAWN BY: J. COOK  
 CHECKED BY: J. COOK  
 DESIGNED BY: J. COOK  
 1590 CROSS SECTION



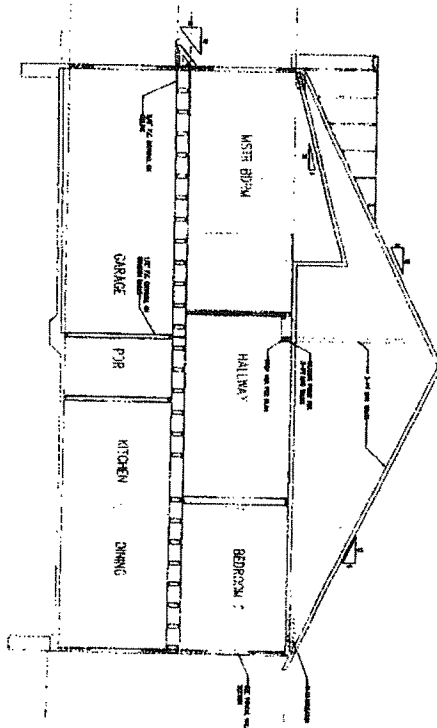
RESERVE TOWN HOMES  
 LENEXA, KANSAS

1590 CROSS SECTION

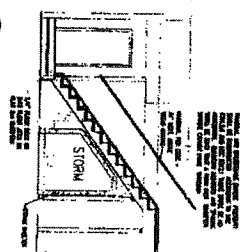
20080730-0008626 07/30/2008  
 P 110 of 160 01 37 59 PM  
 Register of Deeds T20080028394  
 JO CO KS BK: 200807 PG: 008626



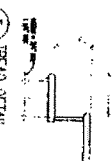
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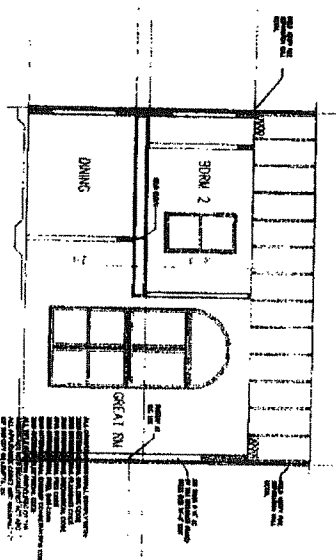
STAIR SECTION



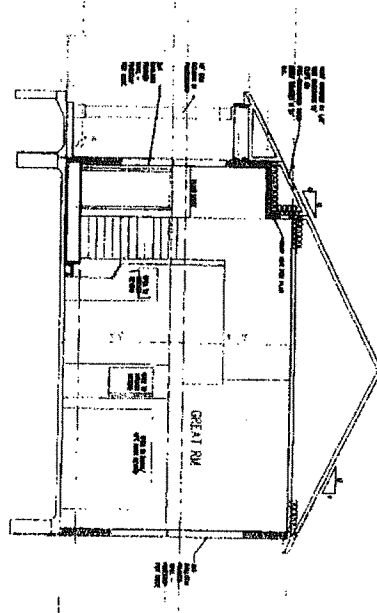
HEAD DETAIL



SECTION THROUGH GREAT ROOM



SECTION THROUGH GREAT ROOM



3.103

PROJECT NO. 1584  
DATE 07/30/2008  
DRAWN BY 01-37 59 PM  
REVIEWED BY T20080028394  
REGISTERED  
JO CO KS BK:200807 PG:008626

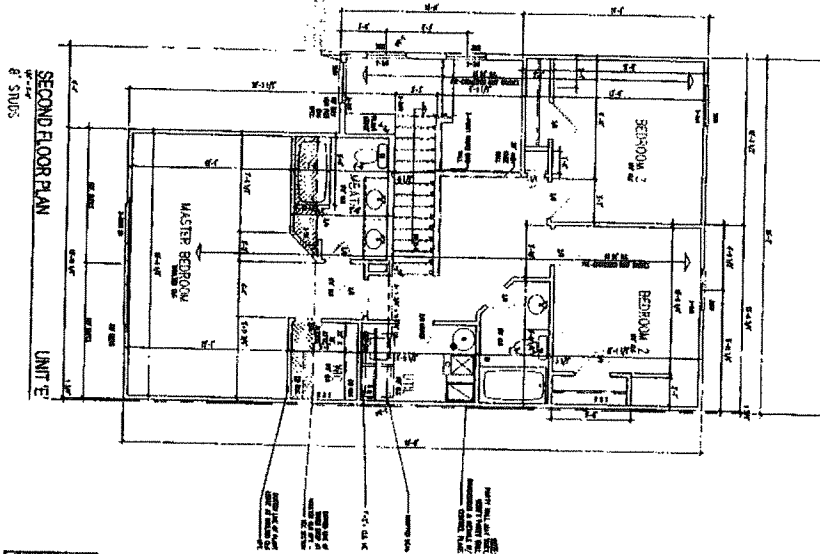
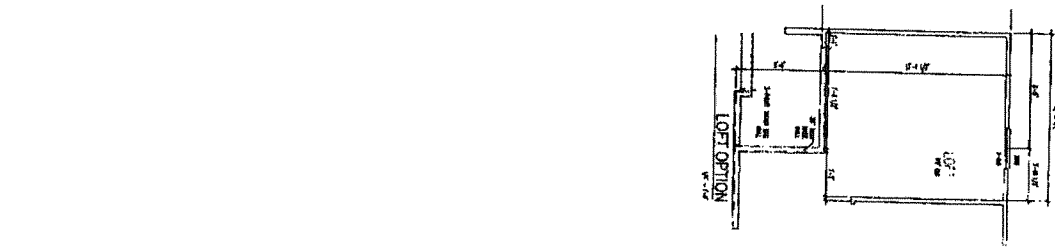


RESERVE TOWN HOMES  
LENEXA, KANSAS

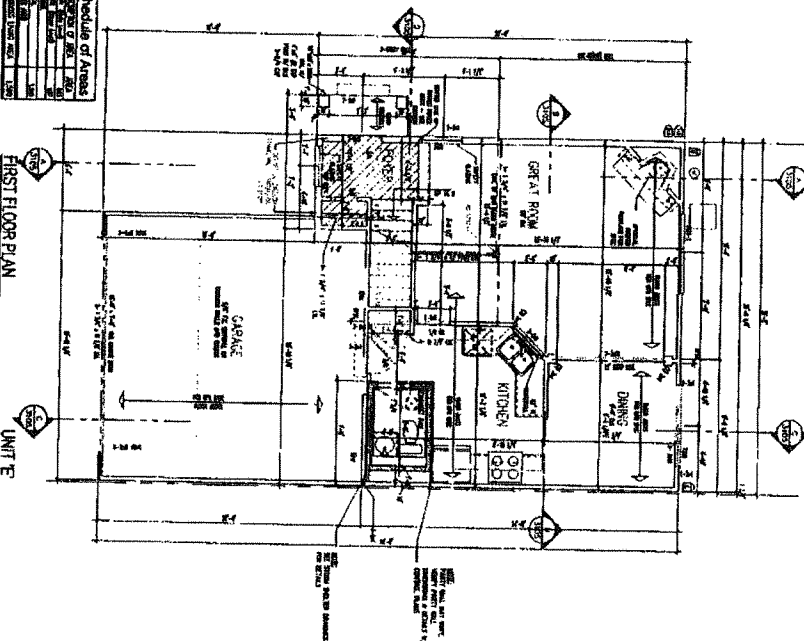
1584 CROSS SECTION

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07/30/2008  
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Register of Deeds  
JO CO KS BK:200807 PG:008626





Schedule of Areas	
Room	Area
Master Bedroom	11.0
Bedroom 2	10.0
Bath	5.0
Hall	2.0
Clo.	1.0
Unit Total	29.0



When an operable window opening is more than 27" above the finish grade, the window shall be a minimum of 20" above the finish floor. Glazing shall be at least 20" above the finish floor shall be fixed of less operable than do not allow a 4" safety to pass.

# RESERVE TOWN HOMES LENEXA, KANSAS

1503 R FLOOR PLAN

2.107

PROJECT NO. 20080730-0008626  
DATE: 06/11/2008  
BY: J. J. J. J.  
REVISION: 1.0  
APPROVED: J. J. J. J.

20080730-0008626  
07/30/2008  
01:37:59 PM  
Register of Deeds  
JO CO KS BK: 200807 PG: 008626



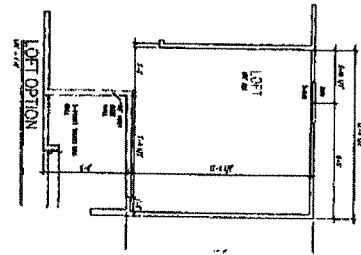
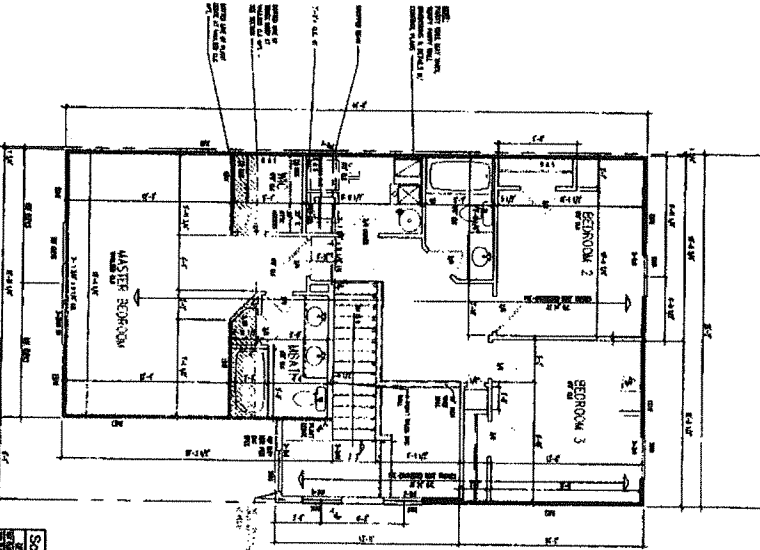
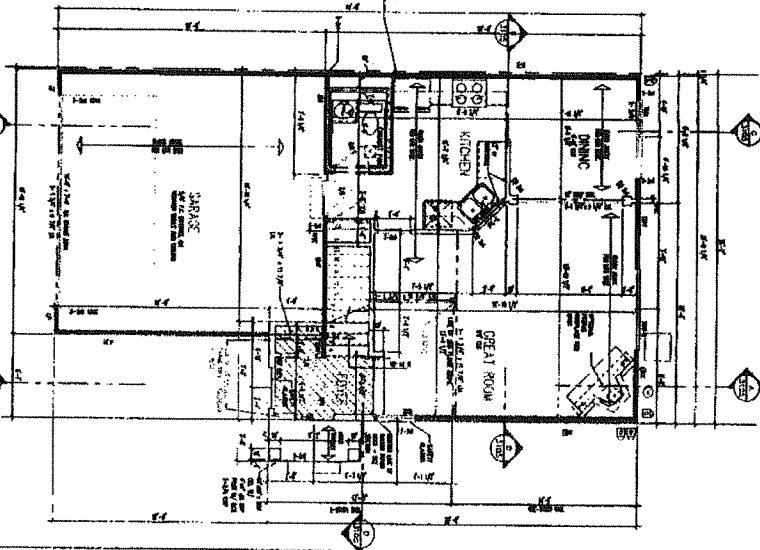
SECOND FLOOR PLAN  
8 STOPS

Schedule of Areas

Room	Area	Notes
Master Bedroom	11.0	
Bedroom 2	10.0	
Bedroom 3	10.0	
Bath	5.0	
Hall	2.0	
Closet	1.0	
Staircase	1.0	
Other	1.0	
<b>Total</b>	<b>41.0</b>	

FIRST FLOOR PLAN  
9 STOPS

2.106



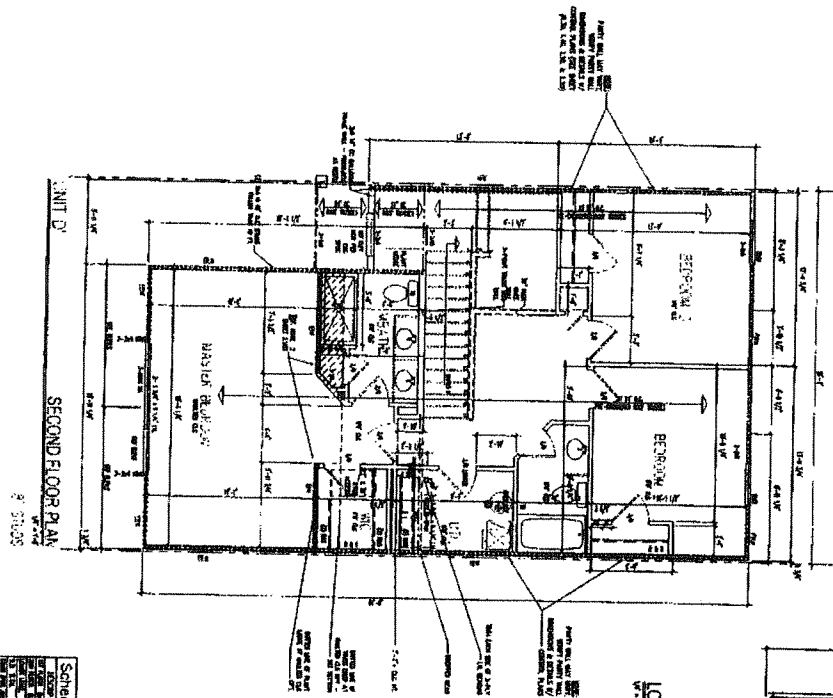
When an alternate window is used, the window should be a minimum of 2' x 4' above the finished floor. Glazing should be a minimum of 1/2" thick. The window should be a minimum of 1/2" thick. The window should be a minimum of 1/2" thick.

RESERVE TOWN HOMES  
LENEXA, KANSAS

1503 L FLOOR PLAN

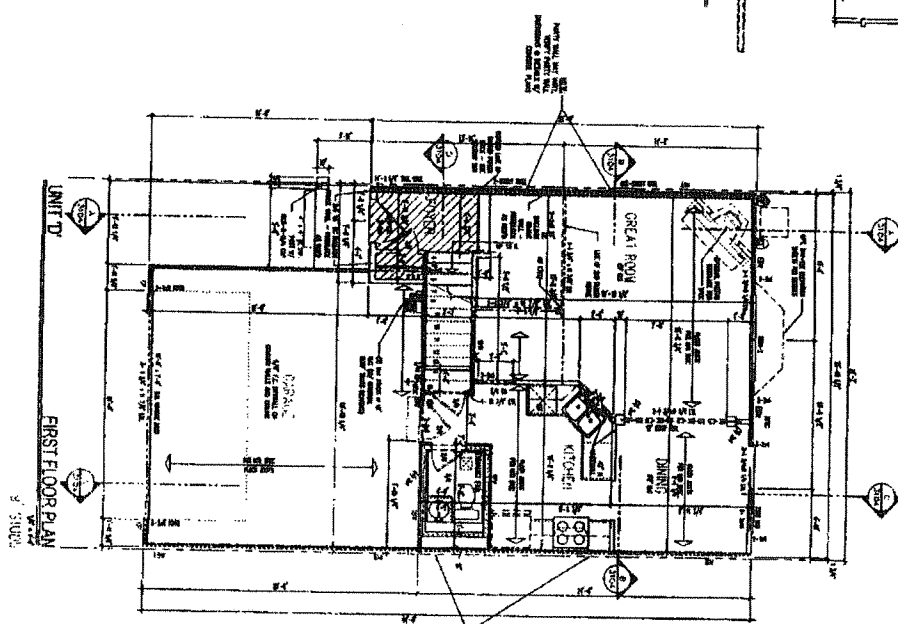
20080730-0008626  
07/30/2008  
01:37:59 PM  
Register of Deeds  
JO CO KS BK:200807 PG:008626





**Schedule of Areas**

Room	Area (sq. ft.)
BEDROOM	11.0
BATH	5.0
KITCHEN	7.0
LIVING	10.0
DINING	7.0
HALL	2.0
CLOSET	1.0
TOTAL	43.0



There are operable windows opening more than 7" above the finish grade. The windows shall be a minimum of 20" above the finish floor. Clearing less than 24" above the finish floor shall be fixed or have operable shutters that do not affect a 4" opening to finish.

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P 114 of 160 01:37:59 PM  
Register of Deeds T20080028394  
JO CO KS BK:200807 PG:008626

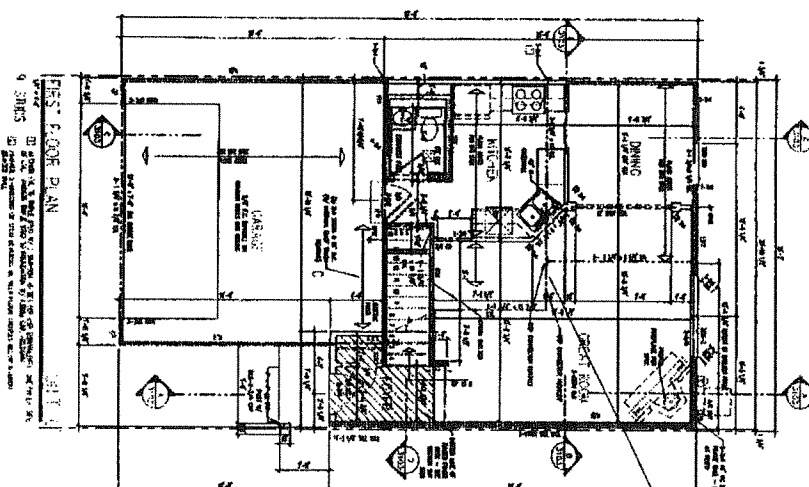
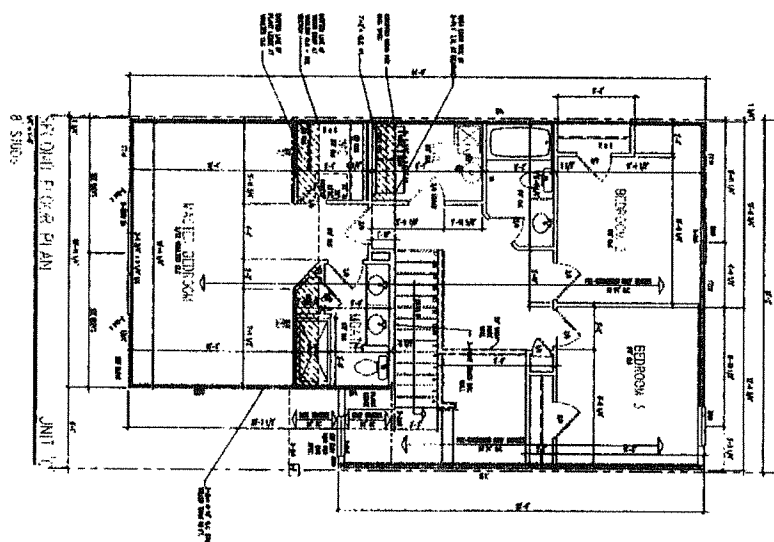
# RESERVE TOWN HOMES LENEXA, KANSAS

1584 R FLOOR PLAN

PROJECT NO.: 1584 R  
DATE: 06/11/2008  
DESIGNED BY: [Signature]  
REVISION: [Signature]



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Register of Deeds T20080028394  
JO CO KS BK:200807 PG:008626

**RESERVE TOWN HOMES**  
**LENEXA, KANSAS**

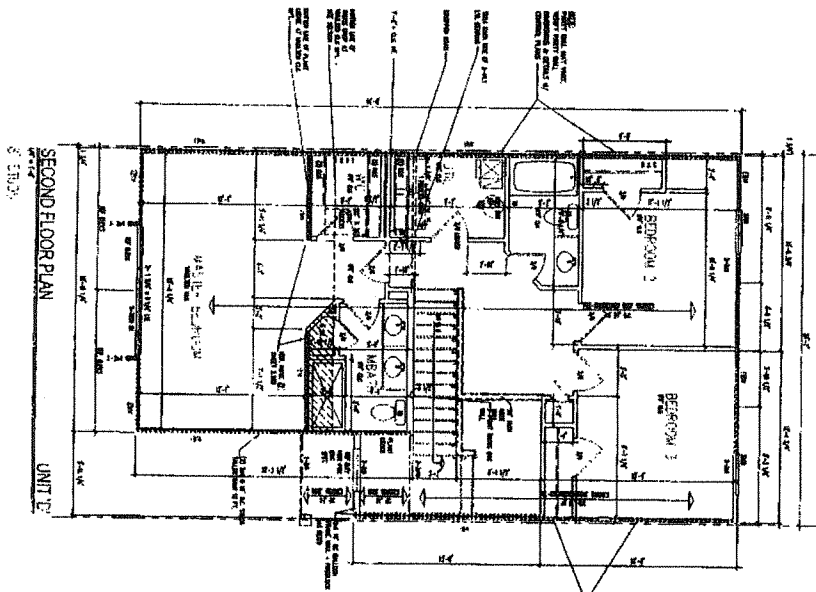
1584 R FLOOR PLAN

## 2.103

1554 R PLAN

PROJECT NO.: 2006-03  
DATE: 06.11.2007  
DRAWN BY: D03  
REVIEWED BY:  
REVISION:

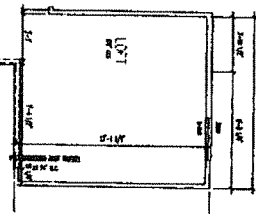




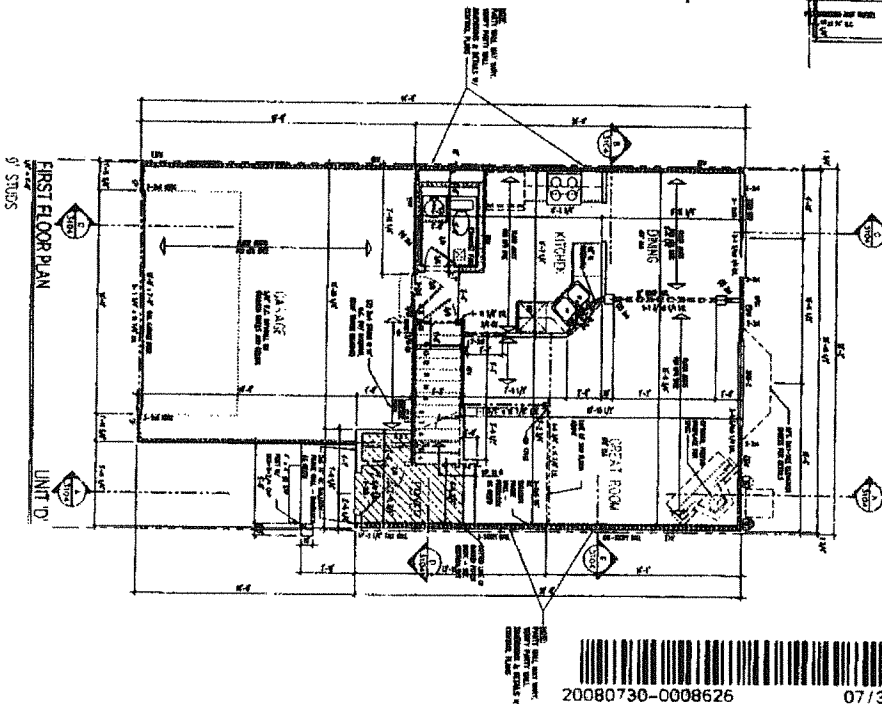
SECOND FLOOR PLAN  
UNIT E

Schedule of Areas	
NO.	AREA
1	Living Room
2	Dining Room
3	Kitchen
4	Bedroom 1
5	Bedroom 2
6	Bathroom
7	Hallway
8	Closets
9	Staircase
10	Entry
11	Laundry
12	Porch
13	Garage
14	Storage
15	Other

LOFT OPTION



Where an accessible window opening more than 72\"/>



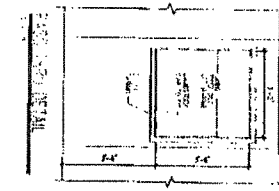
FIRST FLOOR PLAN  
UNIT D

20080730-0008626 07/30/2008  
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Register of Deeds T20080028394  
JO CO KS BK:200807 PG:008626

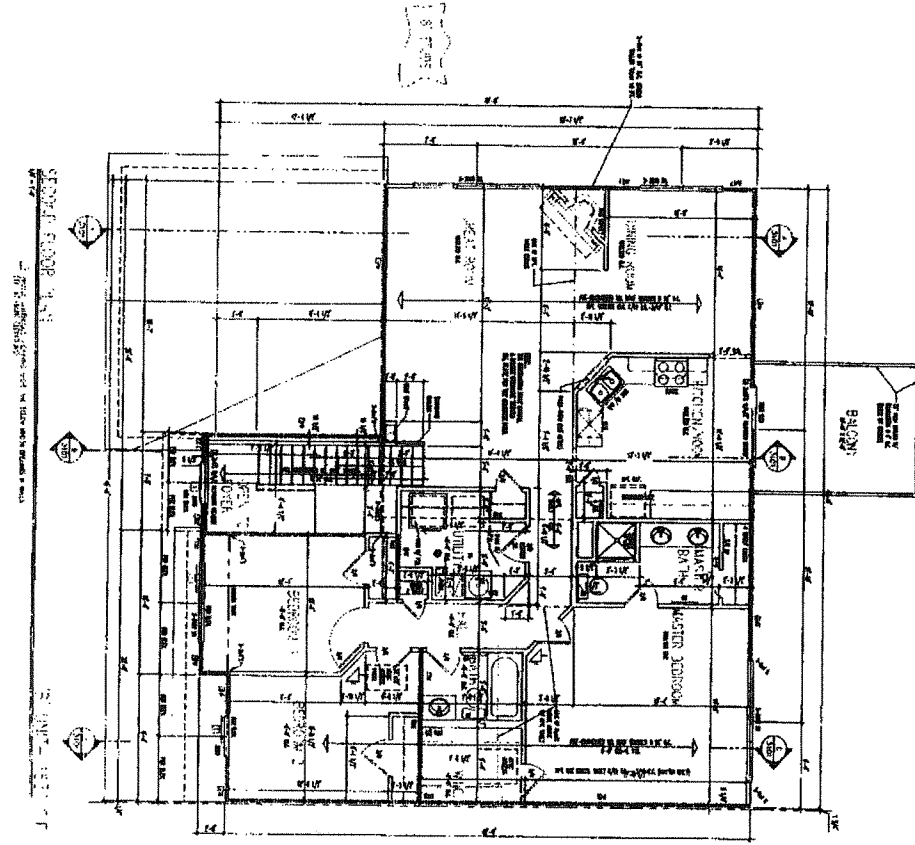
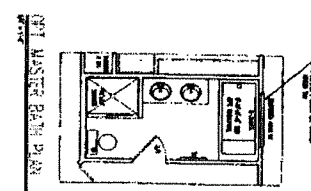
# RESERVE TOWN HOMES LENEXA, KANSAS

1584 L FLOOR PLAN





Window	12" x 16"
Door	36" x 80"
Stair	36" x 48"
Other	



There are operable windows weather more than 72" above the finish grade the window shall be a min. of 24" above the finish floor. Otherwise less than 72" above the finish floor shall be fixed or have operation that do not allow a 4" vertical movement.

20080730-0008626  
 07/30/2008  
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 JO CO KS BK:200807 PG:008626

# RESERVE TOWN HOMES LENEXA, KANSAS

1630 FLOOR PLAN

2.102

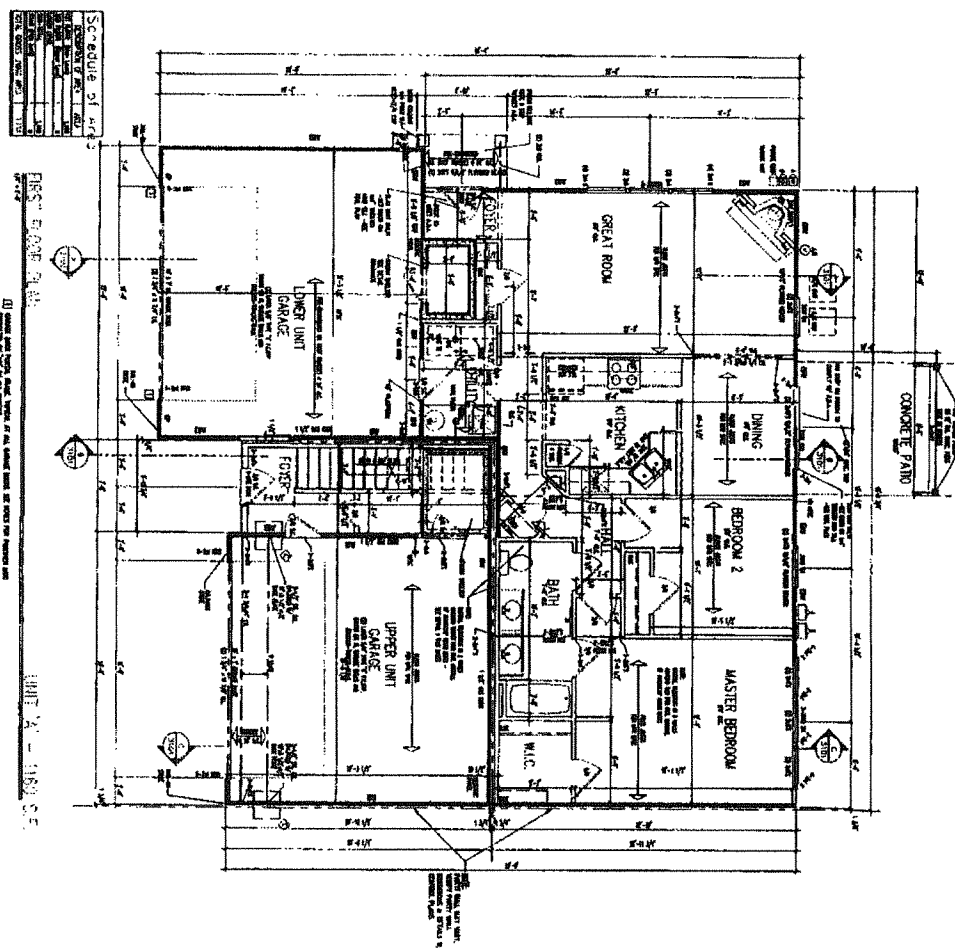


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Register of Deeds  
JO CO KS BK:200807 PG:008526

**RESERVE TOWN HOMES**  
**LENEXA, KANSAS**

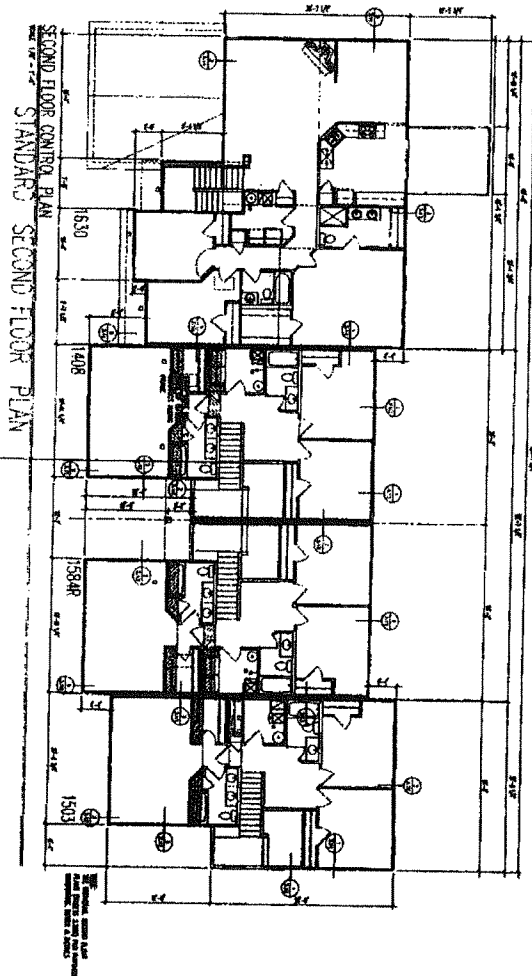
1160 FLOOR PLAN

## 2.101



5" STUDS WALLS  
ON FIRST FLOOR





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Register of Deeds 120080028394  
JO CO KS BK:200807 PG:008626

Exterior Walls  
Floor System  
Roof System

PROJECT NO.: 2008-03  
DATE: 04/11/2007  
DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
REVISIONS:



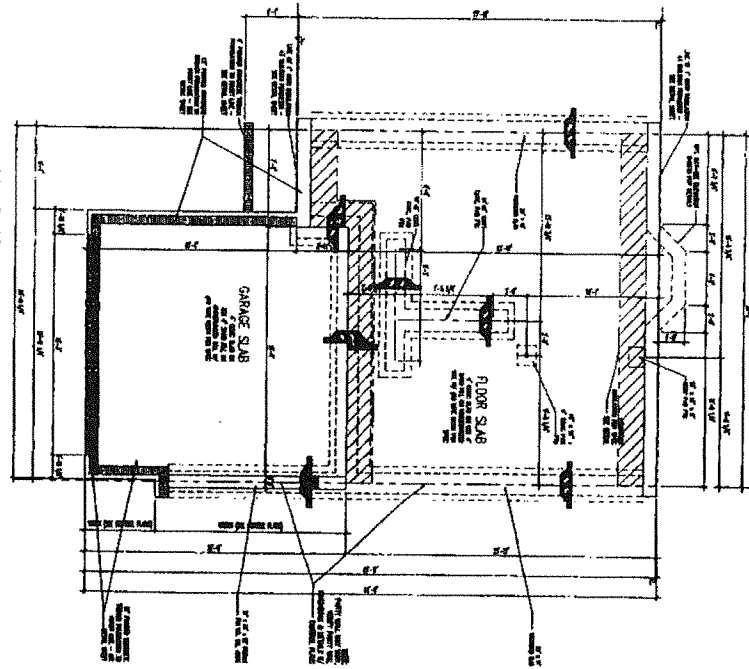
RESERVE TOWN HOMES  
LENEXA, KANSAS

5 PLEX 2ND FLOOR

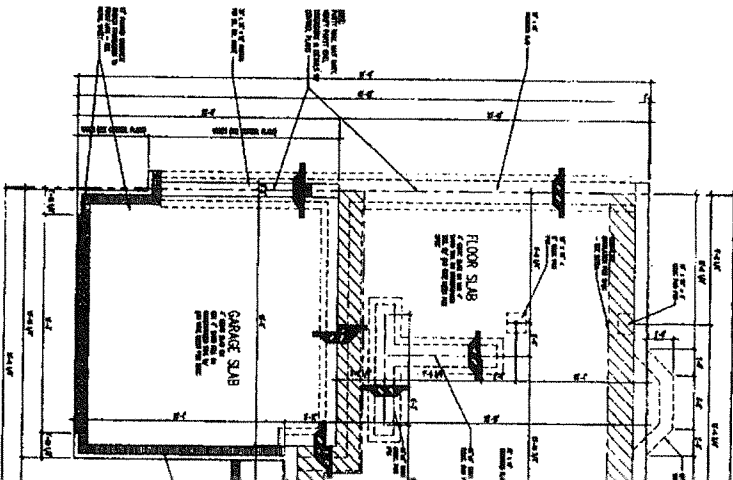
2.20



SLAB FOUNDATION PLAN RIGHT

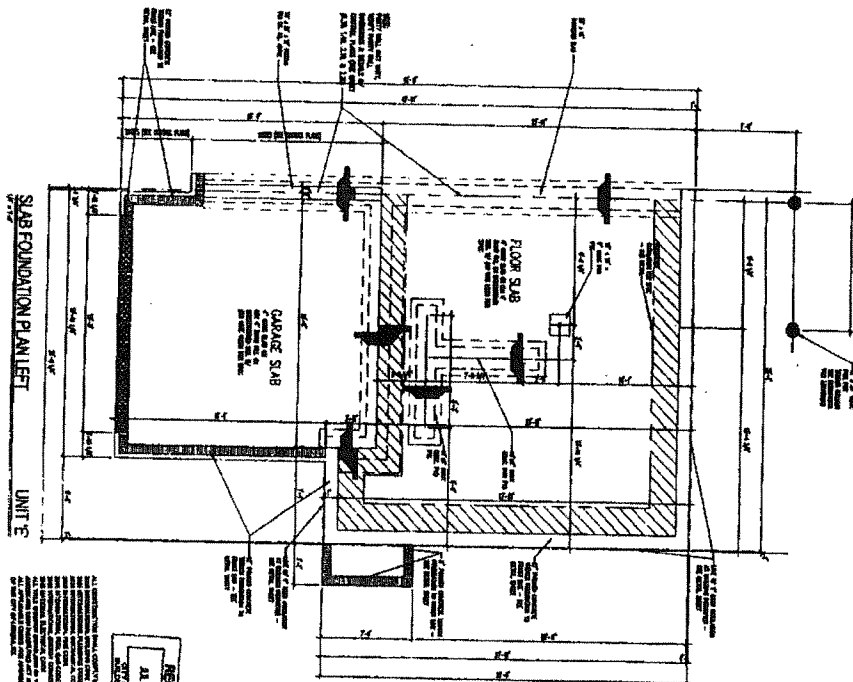
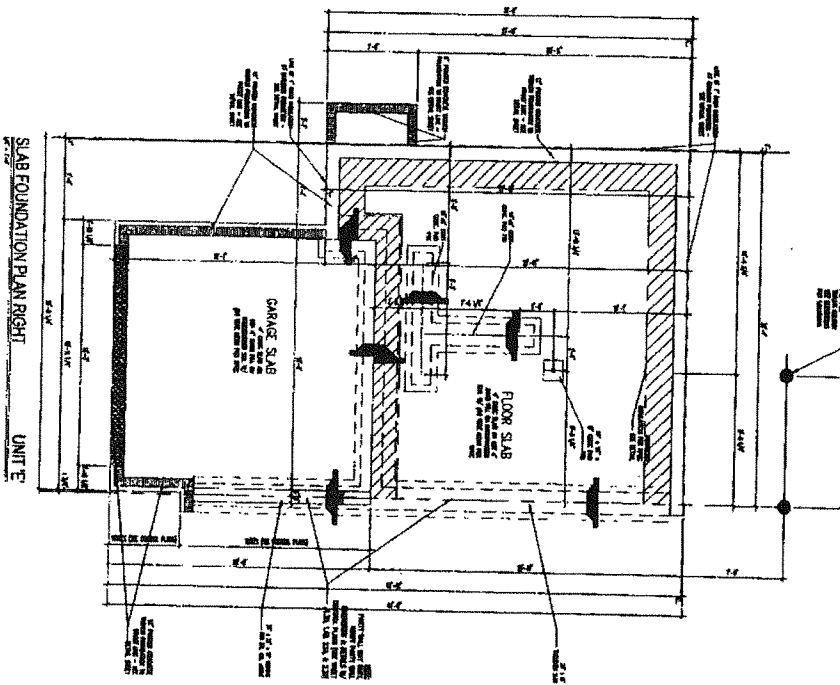


SLAB FOUNDATION PLAN LEFT



07/30/2008  
01:37:59 PM  
T20060028394  
27 PG:008625





20080730-0008626  
07/30/2008  
01:37:59 PM  
Register of Deeds  
JO CO KS BK: 200807 PG: 008626



RESERVE TOWN HOMES  
LENEXA, KANSAS

1580 R FOUNDATION PLAN  
1580 L FOUNDATION PLAN

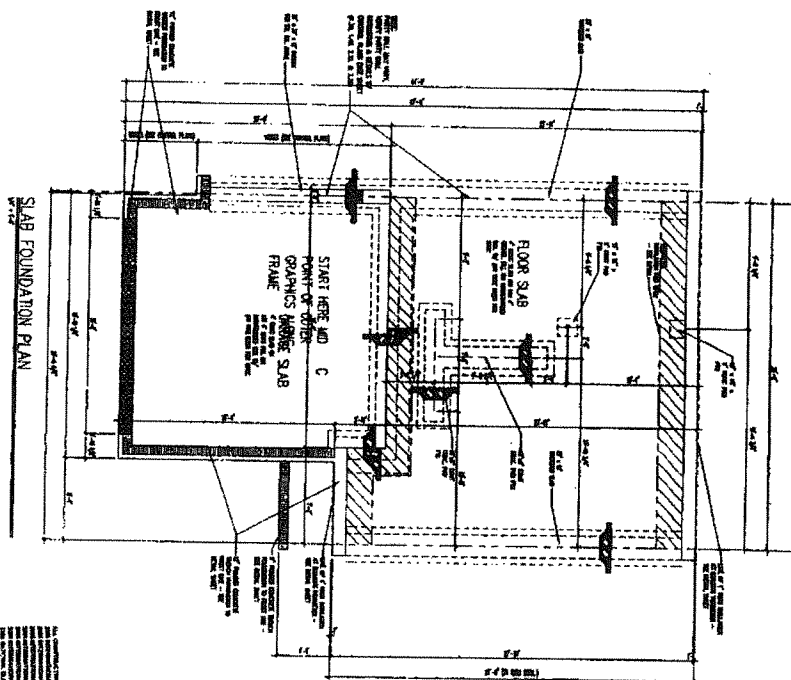
ATTORNEY  
CITY OF LENEXA  
APPROVED

1.105

1580 L FOUNDATION PLAN

PROJECT NO.: 20080730-0008626  
DATE: 07/30/2008  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
REVISIONS: [List]  
SCALE: AS SHOWN

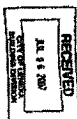




NOTED: SEE SHEET 1584 R FOUNDATION FOR  
 ALL DIMENSIONS AND NOTES.  
 ALL DIMENSIONS ARE IN FEET AND INCHES.  
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.  
 ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.

1.103

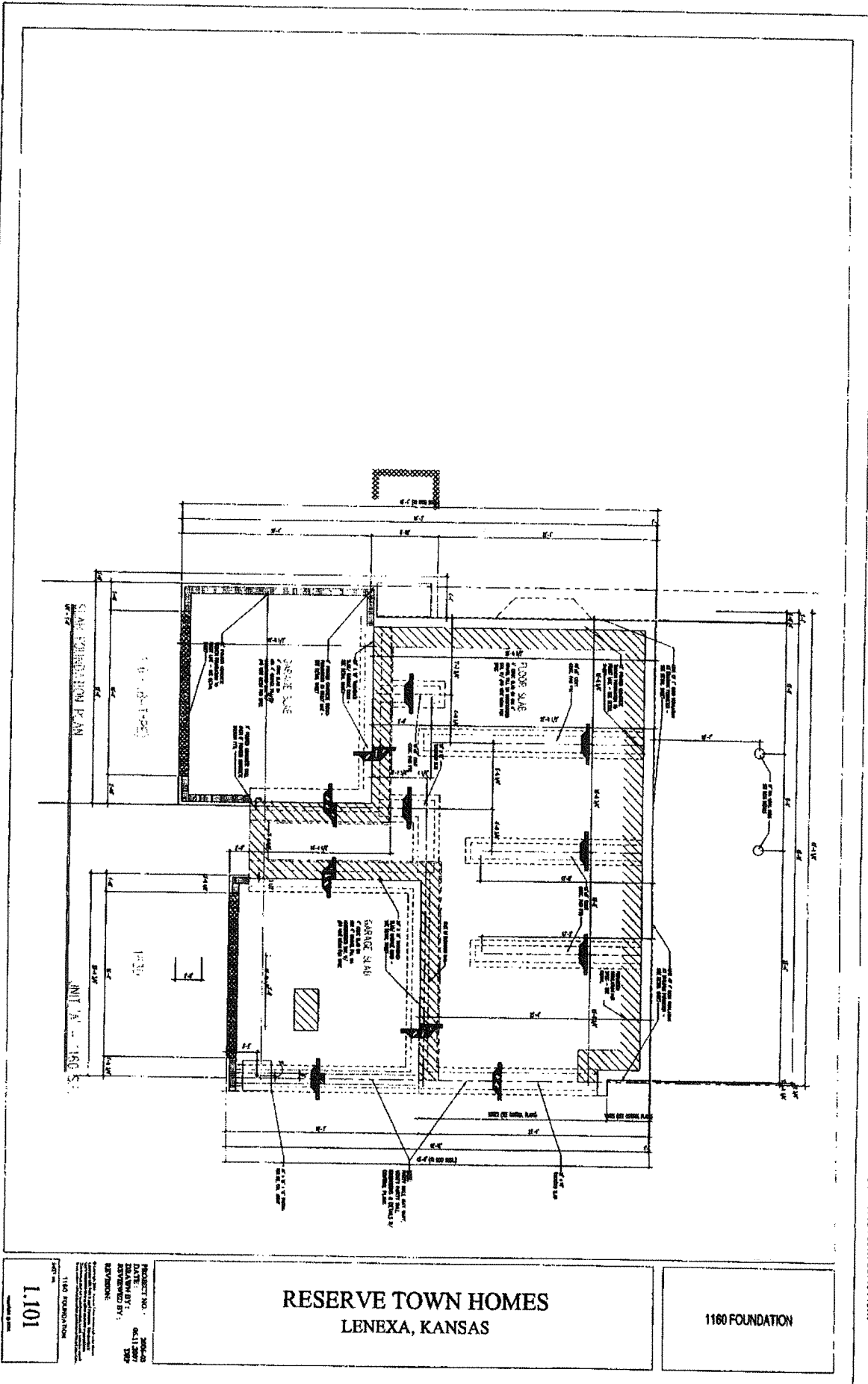
1584 R FOUNDATION



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 JO CO KS BK:200807 PG:008626

1584 R FOUNDATION

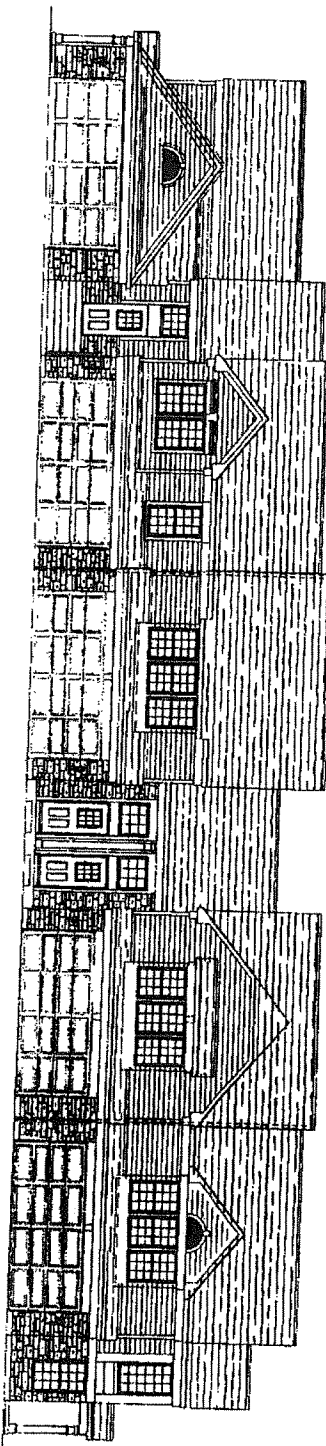




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# THE RESERVE TOWNHOMES Lenexa, Kansas



## GENERAL PROJECT NOTES/CODE SUMMARY

1. ALL CONSTRUCTION SHALL COMPLY WITH THE 2006 INTERNATIONAL RESIDENTIAL CODE (IRC), AS AMENDED BY THE 2006 INTERNATIONAL BUILDING CODE (IBC), AS AMENDED BY THE 2006 INTERNATIONAL MECHANICAL, ELECTRICAL AND PLUMBING CODE (IMC), AND THE 2006 INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
2. ALL CONSTRUCTION SHALL COMPLY WITH THE 2006 INTERNATIONAL MECHANICAL, ELECTRICAL AND PLUMBING CODE (IMC), AS AMENDED BY THE 2006 INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
3. CONSTRUCTION TYPE: RC-200 + 10
4. THE ARCHITECT'S DESIGN SHALL BE REVIEWED BY THE BOARD OF THE PROJECT'S HOMEOWNERS ASSOCIATION (HOA) AND APPROVED BY THE BOARD OF THE PROJECT'S HOMEOWNERS ASSOCIATION (HOA) BEFORE CONSTRUCTION.

## DRAWING INDEX

### ARCHITECTURAL

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1.890 EXTERIOR SECTION	A1.890
1.900 EXTERIOR SECTION	A1.900
1.910 EXTERIOR SECTION	A1.910
1.920 EXTERIOR SECTION	A1.920
1.930 EXTERIOR SECTION	A1.930
1.940 EXTERIOR SECTION	A1.940
1.950 EXTERIOR SECTION	A1.950
1.960 EXTERIOR SECTION	A1.960
1.970 EXTERIOR SECTION	A1.970
1.980 EXTERIOR SECTION	A1.980
1.990 EXTERIOR SECTION	A1.990
2.000 EXTERIOR SECTION	A2.000

5-PLEX

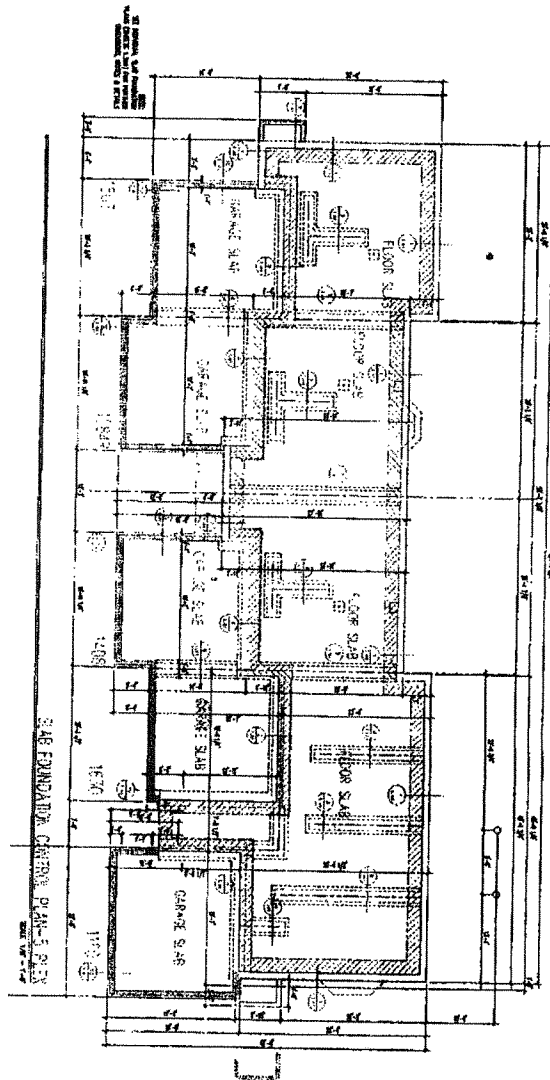
20080730-0008626  
P 124 of 160  
Register of Deeds  
JO CO KS BK:200807 PG:008626

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07/22/07







20080730-0008626 07/30/2008  
 P 125 of 160 01:37:59 PM  
 Register of Deeds T20080028394  
 JO CO KS BK:200807 PG:008626

Exterior Walls  
 Floor System  
 Foundation

1.10

PROJECT NO.: 20080730-0008626  
 DATE: 07/30/2008  
 DRAWN BY: J. L. L. L.  
 CHECKED BY: J. L. L. L.  
 1207

# RESERVE TOWN HOMES LENEXA, KANSAS

5 PLEX FOUNDATION



**EXHIBIT "C"**

**UNIT INFORMATION SHEET**

Unit Legal Description	Unit Address* (*Subject to Change)	Undivided Interest in Common Areas
Unit 1A, Tract J, TOWNHOMES AT THE RESERVE, THIRD PLAT	23435 Dunraven Street	20%
Unit 1B, Tract J, TOWNHOMES AT THE RESERVE, THIRD PLAT	23431 Dunraven Street	20%
Unit 1C, Tract J, TOWNHOMES AT THE RESERVE, THIRD PLAT	23427 Dunraven Street	20%
Unit 1D, Tract J, TOWNHOMES AT THE RESERVE, THIRD PLAT	23423 Dunraven Street	20%
Unit 1E, Tract J, TOWNHOMES AT THE RESERVE, THIRD PLAT	23419 Dunraven Street	20%

100%



## EXHIBIT "D"

### UNIT TYPES

The Condominium currently contains five (5) Units.

All of the residential buildings which contain five units per residential building (also referred to as a "5 plex") constitute The Enclave at the Reserve Condominium. Each Unit in the 5 plex Condominium residential building contains a living room, dining room, kitchen, utility room, three (3) bedrooms, a garage, and at least two (2) full bathrooms. Various Units may also contain a terrace, patio, balcony, loft area, or an additional half bath. The building is of simulated stone construction, with wood framing and flooring, lightweight concrete over a wood subfloor, and an exterior comprised of brick, stucco, poured concrete and rubber. The principal materials of which this building is constructed are brick, stucco, glass, concrete, simulated stone, metal, wood, vinyl siding and drywall. The residential buildings are located as shown on the Plats and Plans. The Units have from 1408 to 1630 "gross building square feet." "Gross building square feet", means the area of space that constitutes a Unit, and is measured from the interior surfaces of exterior walls inward, and includes space occupied by interior partitions, and space in the attached garage.