

## COMBINED

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHADSWORTH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHADSWORTH is made this 10<sup>th</sup> day of July, 1991, by 3 A H, Inc., a Kansas corporation ("Developer").

### ARTICLE I. DECLARATION

1.1 **Declaration.** Developer hereby declares that the Property hereinafter defined shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to be for the protection of the value of the Property and for the benefit of persons acquiring interest therein, shall be deemed to run with the land and shall be a benefit and a burden to any person acquiring an interest in the Property, their grantees, successors, heirs, legal representatives and assigns.

### ARTICLE II. PURPOSE AND PROPERTY AFFECTED

2.1 **General Purpose.** This Declaration is established to provide that the Property shall be developed and maintained as a single-family residential area of a high quality, value, desirability and attractiveness.

2.2 **Property Affected.** The Property referred to herein which is hereby made subject to the provisions of this Declaration is described on Exhibit "A" attached hereto.

**ARTICLE III.  
DEFINITIONS**

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**AMENDMENT  
5th Amendment 11-07-1997**

3.1 **Architectural Control Committee.** "Architectural Control Committee" hereafter referred to as the "ACC" shall mean the Architectural Control Committee as provided in Article VI of this Declaration.

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3.2 **Association.** "Association" shall mean the Chadsworth Homeowners' Association, a Kansas non-profit corporation.

3.3 **Board.** "Board" shall mean the Board of Directors of the Association.

3.4 **Change in the Existing State of Property.** "Change in the Existing State of Property" shall mean and include, without limitation: (a) the construction, installation, alteration or expansion of any temporary or permanent building, structure or other improvement, including but not limited to utility facilities, fencing or recreational equipment; (b) the destruction by voluntary action or the abandonment of any building, structure or other improvement; (c) the excavation, filling or similar disturbance of the surface of the land; and (d) any change or alteration, including, without limitations any change of color (other than those colors approved from time to time by the applicable standards of the Architectural Control Committee, texture or exterior appearance, of any previously approved Change in the Existing State of Property.

3.5 **Common Areas.** "Common Areas" shall mean all real property and any improvements now or hereafter located thereon, which real estate is dedicated for the common use and enjoyment of its Members as described in Article IX hereof.

3.6 **Declarant.** "Declarant" shall mean the Developer and its successors and assigns. No party shall be deemed a successor or assign of Declarant unless such party is specifically designated as a successor or assign of Declarant under this Declaration by a written Designation of Successor or Assign executed by Declarant. The Association hereinafter provided for may become a successor or assign of Declarant.

3.7 **Declaration.** "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of Chadsworth.

3.8 **Lot.** "Lot" shall mean any parcel of the Property shown on the Plat and identified therein as a lot or site, excluding that portion, if any, of such Lot which is shown on the Plat as being a portion of the Common Areas.

3.9 **Member.** A "Member" shall mean any person or entity holding membership in the Association.

3.10 **Owner.** "Owner" shall mean the party or parties who own fee simple title to a Lot or own that estate or interest with respect to a lot, which is most nearly equivalent of fee simple title.

3.11 **Plat.** "Plat" shall mean the Plat of Chadsworth, an Addition to Wichita, Sedgwick County, Kansas, recorded March 7, 1991, as document number 1123387, in the office of the Sedgwick County Register of Deeds, as it may be modified or supplemented from time to time.

3.12 **Property.** "Property" shall mean the real property described on Exhibit A attached hereto.

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**ADDENDUM  
6th Amendment 09-10-2006**

3.13 **Voting Procedures.** *Except and to the extent the terms of Section 11.1 and 11.2 require different procedures for matters within the scope of 11.1 and 11.2, voting procedures for all votes conducted by the Chadsworth Homeowners' Association will be conducted as follows:*

*Every member of the Association will be notified via the U.S. mail service, or by electronic format, of the voting issues, a minimum of ten days prior to the voting deadline. Electronic format notification will be in accordance with procedures to be developed by the Board.*

*Members may vote in person (if a meeting is called) or by returning a ballot in person to the Secretary or via the U.S. mail service to the designated address within the designated time frame or by secure online ballot, in accordance with procedures to be developed by the Board, but subject the right reserved to the Board to suspend or discontinue the electronic format option. Mail ballots must be postmarked or date stamped by the stated deadline in order to be counted.*

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Votes will be tallied by the Secretary of the association or other person(s) as the Board determines.

Only votes of "Members in Good Standing" will be counted.

A voting issue can only be passed by a majority vote of those "Members in Good Standing" who participate in the voting process unless otherwise indicated by the Articles of Incorporation, Declaration or Bylaws.

A simple majority of total Owners who are members in good standing and participate in the subject vote will constitute the act and decision of the association on the matter subjected to a vote.

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3.95 **Member Not in Good Standing** A Member will be considered Not in Good Standing for the following: 1) Failure to pay annual dues installments and/or late penalties/interest assessed for late payment thereof; 2) Failure to follow the Declaration; 3) Failure to pay fines levied by the ACC for violation of the Declaration.

3.97 **Board Member Not in Good Standing** A Board member or officer shall be considered not in good standing for the following: 1) reasons stated in Section 3.95 Members Not in Good Standing; 2) Failure to enforce the Declaration; and 3) Failure to perform stated duties under Article XII of the Declaration, Bylaws of Chadsworth Homeowners' Association, or as stated in the Declaration and/or Articles of Incorporation.

**ARTICLE IV.**  
**RESTRICTIONS ON USE OF THE PROPERTY**

4.1 **Limitation on Improvements.** No Lot shall be improved except with a residential structure designed to accommodate no more than a single family, its servants and occasional guests, plus other improvements and structures as are necessary or customarily incident to a single-family residence, all as approved by the Architectural Control Committee. No outdoor recreation improvements, facilities or equipment shall be permitted except with the specific written consent of the Architectural Control Committee, which consent shall not be granted unless the Architectural Control Committee determines that such improvements, facilities or equipment will not be unduly apparent from other Lots or constitute an infringement of the use and occupancy of other Lots.

4.2 **Excavation.** No excavation shall be made except in connection with (a) improvements as herein provided, and (b) Declarant's development of the property. Upon completion of such construction, exposed openings shall be backfilled and disturbed ground shall be graded and landscaped.

4.3 **Drainage.** No Owner shall do any work construct any improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Lots or Common Areas as established in connection with the approval of the final plat maps applicable to the Property, except to the extent such alteration in drainage pattern is approved in writing by the Architectural Control Committee, the Board, or any public authorities having jurisdiction.

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**AMENDMENT**  
**4th Amendment 11-07-1997**

4.4 **Requirements to Plant Lawn and Trees.** *The owner of each Lot shall as a minimum, plant the entire lawn in grass during the first twelve months after occupancy of the Lot. The owner shall also plant and maintain at least two (2), six (6) foot tall trees and (12) shrubs, bushes, and/or ornamental grasses within the same twelve-month period.*

4.5 **Maintenance of Landscaping, Gardens.** *Each Owner of each Lot shall maintain the landscaping upon his or her Lot or Lots in good condition. Each Owner shall diligently maintain, cultivate, husband, protect and preserve the shrubs, trees and lawn upon the lot of the Owner, including, without limitation: removal of dead branches, dead trees and brush, lawn mowing and performance of other tasks calculated to remove or eliminate materials which constitutes or creates a fire hazard or unsightly appearance. Where required by the Architectural Control Committee, vegetable and other gardens shall be screened so as not to be visible from any other Lot or the Common Areas. No garden(s) on any Lot may exceed 200 square feet in area without the prior approval of the Architectural Control Committee.*

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**AMENDMENT**  
**5th Amendment 11-07-1997**

4.6 **Association May Trim or Prune.** *The ACC or its agent shall have the right to enter upon any Lot and trim, prune, or mow at the expense of the Owner, any hedge or other planting which, in the opinion of the ACC, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining Property, obscures the view of street traffic or is unattractive in appearance; provided, however, the Owner and Board shall be given fifteen day's prior written notice by the ACC of such action.*

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**AMENDMENT**  
**4th Amendment 11-07-1997**

4.7 **Lot Splits: Antennas: Trailers and Campers**

4.7A **Lot Splits.** *Except for the division of lots by Declarant prior to sale by Declarant, no Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.*

4.7B **Antennas.** *No facilities, including poles and wires, for the transmission or generation of electricity, telephone and radio messages and the like shall be placed or maintained above the surface on any Lot, and no external or outside antennas of any kind shall be allowed. No satellite dishes in excess of one meter in diameter shall be allowed. No activity shall be conducted on any Lot, which interferes with television or radio reception on any other lot.*

4.7C **Trailers, Campers and Boats.** *No boats, boat trailers, house trailers, campers, camper trailers,*

*recreational vehicles or similar items shall be stored or parked in the open on any Lots, street or the Common Area.*

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4.8 **Trees.** With the exception of trees within the perimeter of proposed improvements on any Lot or Common Areas (which improvements are approved by the Architectural Control Committee pursuant to this Declaration), trees removed by Declarant, trees within ten (10) feet of such improvements, or trees referred to in paragraph 4.15 hereof, no tree having a diameter of three (3) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Architectural Control Committee.

The Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. Except as to the trees within the perimeter of proposed improvements or within (10) feet thereof as mentioned above, the Architectural Control Committee may designate certain trees, regardless of size, as not ! removable without written authorization.

In carrying out the provisions of this Section 4.8, the Architectural Control Committee and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Architectural Control Committee nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

4.9 **Animals.** No birds, reptiles, animals or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Property without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and on the Common Areas. Owners shall control emitted noises (e.g., barking, howling, etc.) of their pets at all times to provide quiet enjoyment for all Owners.

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**AMENDMENT**  
**4th Amendment 11-07-1997**

4.10 **Signs.** *Association may erect such signs as it deems appropriate without any approval, but otherwise, no signs or other advertising device of any nature shall be placed upon any Lot or Common Area, except real estate "For Sale" signs, security signs, and temporary garage sale signs. The Association may remove non-conforming signs upon three (3) days' notice to the Owner, such removal to be at the cost of said owner.*

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4.11 **Mobile Homes and Prefabricated Buildings.** No building, trailer, mobile home, prefabricated house (other than elements of houses which are prefabricated and approved by the Architectural Control Committee), garage, basement, tent, outbuilding or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.

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**AMENDMENT**  
**5th Amendment 11-07-1997**

4.12 **No Storage; Trash.** *No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot or on the Common Areas, except that building materials may be stored on a lot during course of construction of any approved structure.*

*If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made, at such a place on the lot so as to provide access to persons making such pickup. At all other times, such containers shall be stored inconspicuous from the street and common areas. The ACC, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted.*

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4.13 **Pipes.** No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground.

4.14 **No Mining or Drilling.** No Lot shall be used for the purposes of boring, mining, quarrying, exploring for or

removing oil or other hydrocarbons, minerals, gravel or earth.

4.15 **Sight Lines.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines (or in the case of a rounded property corner, from the intersection of the street lines extended past the corner), unless written approval of the Architectural Control Committee is obtained. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of sight lines.

4.16 **Motor Vehicles.** No motor vehicles of any type, other than construction or maintenance vehicles authorized by the Association, shall be operated on any of the Common Areas.

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**AMENDMENT**  
**4th Amendment 11-07-1997**

4.17 *(Intentionally deleted).*

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4.18 **Noxious, Dangerous, and Offensive Activities Prohibited.** No noxious, dangerous or offensive activity shall be carried on or permitted, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.

4.19 **Maintenance of Drainage Channels and Swales.** Each Owner shall maintain, mow and keep in good repair and condition any drainage channels and swales located on any Lot owned by such Owner, in accordance with the master drainage plan in effect from time to time.

4.20 **Model Homes and Real Estate Offices.** All else herein notwithstanding, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or real estate office until residences have been constructed on all Lots.

4.21 **Occupancy of Residential Structures.** No residential structures on any Lot shall be used or occupied by more than a single family, its servants, and occasional guests.

4.22 **Laundry and Machinery.** No clothing or any other household fabric shall be hung in the open on any Lot and no clothesline or similar devices shall be allowed. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence, yard or garden.

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**AMENDMENT**  
**4th Amendment 11-07-1997**

4.23 **Fences and Walls.** *No owner shall construct any fence without the written approval of the ACC. Only the following fence types shall be allowed on Lots:*

a) **Adjoining Lake/Canal Area Property** – *fences constructed only of black wrought iron, or wooden vertical posts with black wrought iron fencing, which do not exceed five (5) feet in height and which do not materially obstruct the passage of light and air.*

b) **Not Adjoining Lake/Canal Area Property –**

1) *fences constructed only of black wrought iron or wooden vertical posts with black wrought iron fencing, which do not exceed six (6) feet in height; or*

2) *fences constructed of wood which do not exceed six (6) feet in height.*

*The first approved fence constructed between adjoining properties shall be the only fence constructed unless both Owners of the properties agree to remove the first fence and allow construction of the second. Under no circumstance will chain link or similar fencing be allowed. Chain link or similar fencing used for kennels, dog runs, pens or any other similar uses may not be used where such facilities may be viewed from the street, adjoining property, or Common Area.*

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4.24 **Outside Burning.** There shall be no exterior fires, except barbeque, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in improved areas designated for such purposes. No Owner shall

permit any condition on his or her Lot, which creates a fire hazard or is in violation of fire prevention regulations.

4.25 **Noise.** No exterior horns, whistles, bells or other sound devices, which may annoy neighboring Owners, except doorbells and security devices, shall be placed or used on any Lot, Common Area or improvement thereon.

4.26 **No Obstruction.** There shall be no obstruction of the pedestrian walkways located upon any Lot for purposes of circulation of foot traffic or any interference with free use thereof, except such obstruction as may be reasonably required in connection with repairs of such walkways.

4.27 **No Business or Commercial Activity.** No Lot shall be used at any time for business, commercial or professional activity, including home occupations, except that (a) Declarant and those designated by Declarant may use any portion of the Property owned by Declarant or those designated by Declarant in connection with real estate sales efforts, and (b) individuals may conduct limited business activities as approved by the Board, in its sole discretion, from time to time, which business activities shall not result in any significant traffic from customers or business associates.

4.28 **Damage or Destruction of Improvements.** In the event of complete or partial damage or destruction of any improvements on a Lot for any reason whatsoever, the Owner of such Lot shall promptly proceed to repair and replace such improvements, subject to approval of the Architectural Control Committee, as though such repairs or replacement involved construction of an original structure, or shall promptly proceed to raze the improvement and landscape the Lot formerly occupied by such improvement in a manner approved in writing by the Architectural Control Committee.

4.29 **Restrictions Not Exclusive.** The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by applicable zoning laws, rules or regulations of any governmental authority. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations or this Declaration shall be taken to govern and control.

4.30 **Solar Panels.** No solar panels or similar items may be installed upon any Lot, or upon any improvement on any Lot, without the prior approval of the Architectural Control Committee.

4.31 Intentionally Omitted.

4.32 **Boating.** No boat, raft, canoe or surfboard shall be operated upon any of the lakes or bodies of water on the Property without the prior written approval of the Architectural Control Committee, and if such approval is granted, such operation shall conform to all rules and regulations promulgated by such committed for such use.

4.33 **Swimming.** There shall be no swimming or wading in any of the lakes or waterways (not including swimming pools), if any, located on the Property.

4.34 **Dumping Trash Prohibited.** No garbage, trash or other refuse shall be dumped in any Common Areas or into any lake or body of water on the Property.

4.35 **Set-back Requirements.** All buildings, structures or other improvements to be constructed or maintained on a Lot, except landscaping and necessary crossings by access drives and underground utility lines, shall be set back from the boundaries of the lot as prescribed by the Plat or the ordinances of the City of Wichita, whichever is more restrictive; provided, however, that except as otherwise limited by applicable laws, ordinances or regulations, the foregoing set-back requirements shall not be applicable to any improvement, building or structure constructed below the surface level of the ground, or to swimming pools constructed in the ground, or to any tennis courts, paddle tennis courts or similar sports surfaces constructed at ground level, but nothing contained in this provision shall be deemed to permit the installation or operation of any lighting equipment in such areas.

4.36 **Entrance Treatment; Walls.** Declarant may, in its sole discretion and at its own expense, construct or install entrance treatments, a fence and/or wall, of Declarant's own choice, type and design, on any or all Lots adjacent to 21<sup>st</sup> Street, said entrance treatments, fence or wall to be located outside the rear yard building set-back line. The Association is hereby granted a perpetual, nonexclusive easement to enter upon any Lot on which there is situated an entrance treatment, fence or wall installed or erected by Declarant and to maintain, improve, repair and/or replace the same.

**ARTICLE V.**  
**ARCHITECTURAL CONTROL**

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**AMENDMENT**  
**4th Amendment 11-07-1997**

5.1 **Approval of Changes Required.** *The Approval of the ACC shall be required for any Change in the Existing State of Property by or on behalf of any party except for landscaping as defined under Section 4.4 of this declaration, and normal maintenance which returns the property to its original configuration. No work shall be commenced to accomplish a proposed change in the Existing State of Property until the ACC approves the change in writing. The ACC must give an approval, disapproval, or request for addition information, in writing, within ten (10) business days of receipt of request for proposed Change. In the event any Owner is dissatisfied with any action or inaction of the ACC with regard to such Owner's Lot, such Owner shall have the right to appear before the ACC to seek such variance or relief as he or she deems appropriate. However the final decision of the ACC shall be conclusive on all matters within the scope of its authority under this Declaration.*

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5.2 **Forms of Plans and Specifications.** Any proposed Change in the Existing State of Property shall be in such form and shall contain such information as may be required by the Architectural Control Committee's standards as referred to in section 5.3 below.

5.3 **Standards of the Architectural Control Committee.** The Architectural Control Committee shall prepare and furnish to any Owner written standards which shall set forth the general purposes of the Architectural Control Committee in reviewing proposed Changes in the Existing State of Property, basic building restrictions and requirements, architectural review procedures and requirements and regulations applicable with respect to construction. Such standards may be amended, modified or supplemented from time to time by the Architectural Control Committee.

5.4 **General Criteria for Architectural Control Committee; Adopting Standards.** The Architectural Control Committee shall have complete discretion to approve or disapprove any Change in the Existing State of Property. The Architectural Control Committee shall exercise such discretion with the following objectives in mind, among others:

- (a) to carry out the general purposes expressed in this Declaration;
- (b) to prevent violation of any specific provision of this Declaration or any Supplementary Declaration;
- (c) to prevent any change which would be unsafe or hazardous to any persons or properties;
- (d) to minimize obstruction or diminution of the view of others;
- (e) to preserve visual continuity and to prevent any marked or unnecessary transition between improved and unimproved areas;
- (f) to assure that any change will be of good and attractive design and in harmony with development on other portions of the Property; and
- (g) to assure that materials and workmanship for all improvements are of the high quality, comparable to other improvements in the area. The Architectural Control Committee shall establish and modify from time to time standards and guidelines for such Changes in the Existing State of Property as it may deem appropriate.

5.5 **Minimum Sizes of Residences.** The ground floor of the main structure of any one-story residential dwelling, exclusive of one-story open porches and garages, shall be not less than 1150 square feet. A dwelling of more than one story shall not be less than 1600 square feet (exclusive of such porches and garages). These minimum square feet requirements apply to Lots 20 through 35 Block 1, Lots 9 through 44 Block 4, Lots 1 through 19 Block 5, Lots 1 through 30 Block 6. All other lots in Chadsworth Addition shall have a ground floor (one story) minimum of 1250 square feet and 1600 square feet minimum on any dwelling with more than one story.

5.6 **Completion of Work After Approval.** After approval of the Architectural Control Committee of any proposed Change in the Existing State of Property, the proposed change shall be accomplished as promptly and diligently as possible, in complete conformity with the description of the proposed change, and with any plans and specifications therefore given to the Architectural Control Committee. Failure to accomplish the change within one year after the date of approval or to complete the proposed change strictly in compliance with the description thereof and the plans and specifications therefor shall operate automatically to revoke the approval of the proposed change, and, upon demand by the Architectural Control Committee, the Property shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Architectural Control Committee shall have the right and



authority to record a notice to show that ! any particular Change in the Existing State of Property has not been approved or that any approval given has been revoked.

**5.7 Removal and Alteration of Structures; Liens.**

(a) If any structure shall be altered, erected, placed or maintained upon any Lot or any new use commenced on any Lot otherwise than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Declaration, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and upon written notice from the Architectural Control Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered and any such use shall be terminated so as to extinguish such violation.

(b) If, thirty (30) days after any notice of violation referred to in (a) above, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association or the Architectural Control Committee shall have the rights through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or the Architectural Control Committee may record an Affidavit of Nonpayment of Removal or Alteration Charges in the office of the Register of Deeds of Sedgwick County, Kansas, stating

(i) the legal description of the property on which the lien is claimed;

(ii) the name(s) of the Owner(s) of said property; and

(iii) the amount of the Removal and Alteration Charges which are unpaid. The lien shall be created at the time of the filing and recording of the Affidavit at such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

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**ADDENDUM**  
**6th Amendment 09-10-2006**

**5.7 Removal and Alteration of Structures; Liens.**

(c) *In the event a lien is obtained pursuant to this Declaration and thereafter the Removal or Alteration Charges, plus interest at a rate equal to the Wall Street Journal prime rate, computed monthly, adjusted on each day on which there is a change in said prime or base interest rate (provided that the interest rate shall never exceed the maximum allowed by law), shall be fully paid, the Association or the Architectural Control Committee shall, within ten (10) days following payment:*

*(i) file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges which created the lien which has been satisfied;*

*(ii) state the legal description of the property affected; and*

*(iii) state the name(s) of the Owner(s) of the property. The recording of Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the pre-existing lien has fully and completely released and discharged. If the Bank referred to above does not have a prime or base rate in effect at any time, then the Board shall establish an applicable rate.*

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(d) In the event of any transfer, sale or assignment of any Lot or Lots to a bona fide purchaser, and in the event that no Affidavit of Nonpayment of Removal or Alteration charges has been recorded as provided in this Section 5.7 prior to such transfer, sale or assignment any such Affidavit filed subsequent to the above-referenced transfer, sale or assignment shall be invalid and unenforceable.

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**AMENDMENT**  
**5th Amendment 11-07-1997**

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5.8 **Right of Inspection.** *The Association, the ACC or any of their agents may, at a time agreed upon by the owner but no more than ten business days after written notification, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provision hereof, and neither the ACC, the Association nor any such agent shall be deemed to have committed trespass or other wrongful act by reason of such entry or inspection.*

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5.9 **Estoppel Certificate.** The Association shall be authorized to, and shall, upon the reasonable request of any interested person, after confirming necessary facts with the Architectural Control Committee, furnish a certificate with respect to approval or disapproval by the Architectural Control Committee of any Change in the Existing State of Property, and any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

5.10 **Variances by Architectural Control Committee.** The Architectural Control Committee may authorize variance from compliance with any of the provisions, covenants, conditions and restrictions contained in either this Declaration or such Committee's standards in effect from time to time when circumstances such as topography, natural obstructions or hardship may require. Such variances must be evidenced in writing and may be recorded. If such variances are granted, no violation of the provision, covenants, restrictions or conditions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted, and subsequent Owners may rely on and shall be bound by the provisions set forth in this variance. The granting of such a variance shall not operate to waive any of the provisions covenants, conditions or restrictions contained in the Declaration for the purpose except as to the particular portion of the Property and the particular circumstance covered by the variance.

5.11 **Development by Declarant.** Notwithstanding anything to the contrary contained herein, the provisions of this Article V shall not apply to Declarant's construction of street, sewers, utilities, fence, fence monuments, walls, landscaping, recreational improvements, sidewalks and similar items.

**ARTICLE VI.**  
**ARCHITECTURAL CONTROL COMMITTEE**

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**AMENDMENT**  
**6th Amendment 09-10-2007**

6.1 **Architectural Control Committee Membership.** *The ACC shall consist of not less than (3) and no more than five (5) members of the Association appointed by the Board. A Board member shall serve as ex officio (non-voting) member of the ACC. The ACC membership shall be further limited to only non-Board members, and only one adult per household. In the event an ACC member should resign, the Board shall appoint a new member to the ACC no later than 30 days from the date of resignation. The Association shall promptly furnish the names and addresses of the current members of the ACC to any interested person.*

6.2 **Action by Architectural Control Committee.** *The vote or written consent of a simple majority of ACC members shall constitute action by the ACC. Should a tie vote occur as the result of an absent ACC member, or prior to the appointment of a resigned member, the Board as a whole is entitled to one (1) vote and must cast that vote as the tie-breaker only.*

6.3 **Power to Employ Consultants.** *The ACC shall be empowered to employ on behalf of the Association consultants and agents as it may deem necessary to assist it in the performance of its duties; however, the Board must give prior approval for funding such consultants and agents.*

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**ADDENDUM**  
**5th Amendment 11-07-1997**

6.4 **Record Keeping.** *Any and all correspondence to or from the ACC (as well as minutes and logs) must be kept on record and available for review by the Members at any time. Variances must be retained on file indefinitely while all other correspondence must be retained for a period of five years.*

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**ADDENDUM**  
**6th Amendment 09-10-2006**

6.5 **Term of ACC.** *The ACC members shall be appointed for a one year term commencing November 1 (unless re-appointed by the Board). An ACC member will serve his or her term unless he or she resigns or is removed by the Board. An ACC member may be removed if he or she becomes a Member Not in Good Standing or for failure to perform his or her duties in the capacity of the ACC.*

6.5 **Fines for Non-Compliance.** *ACC may impose fines for non-compliance of declaration, bylaws, and rule and regulations passed by the board. Amounts of fine to be established by the Board, from time to time with advance written notice to association members. Homeowners are responsible for all costs associated with liens, court costs, foreclosures, and collections that result from ACC violations.*

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**ARTICLE VII.**  
**FORMATION AND FUNCTIONS OF THE ASSOCIATION**

7.1 **Formation of Association.** The Association has been or will be incorporated as a non-profit corporation for a perpetual term under the laws of the State of Kansas.

7.2 **Purpose of Association.** The Association has been or will be formed to further the common interests of the Members and to perform the functions hereinafter required or permitted to be performed by the Association.

7.3 **Rules and Regulations.** The Association shall be authorized to and shall have the power to adopt and enforce rules and regulation to regulate use of the Property and may provide for enforcement of any such rules and regulations through reasonable and uniformly applied fines. Each Owner shall be obligated to comply with and to see that such Owner's tenants, guests and invitees comply with any such rules and regulations.

7.4 **Initial Performance by Declarant.** The initial performance of the functions of the Association and the Board as specified in this Declaration and the exercise and enforcement of rights (including collection and use of assessments) and remedies given to the Association herein for the purposes herein stated may be conducted by Declarant in lieu of the Association and/or the Board. Declarant shall transfer all of the foregoing rights and responsibilities to the Association or any successor(s) thereto at any time on or before thirty (30) days following the sale of the last Lot owned by Declarant but may transfer such rights and responsibilities at such earlier date as it may so desire.

## ARTICLE VIII.

### OPERATION OF THE ASSOCIATION; ASSESSMENTS

8.1 **Membership in the Association.** The Owner of a Lot shall automatically be the holder of a membership in the Association appurtenant to that Lot, and the Association membership for that Lot shall automatically pass with fee simple title to that Lot; provided, however, in the event any Owner shall have entered into a contract to sell his or her interest in a Lot during the time such contract is in force, if the contract vendee is in possession of the Lot, he or she shall be considered to be the Member rather than the Owner. There shall be one (1) vote for each Lot. When more than one person holds an interest in any Lot, all of such persons shall be Members but except as provided below, in no event shall more than one (1) vote be cast with respect to any Lot. The vote for such Lot shall be exercised as the Owners of such Lot may determine among themselves, provided that if they are unable to so determine, none of such Members shall be entitled to vote. Notwithstanding the foregoing, Declarant shall be entitled to three (3) votes for each single Lot of which it is the Owner.

8.2 **Board of Directors.** The affairs of the Association shall be managed by the Board, which may, however, by resolution, delegate any portion of its authority to an Executive Committee or an Officer, Executive Manager or Director of the Association. The members of the Board shall be elected by the members; provided, however, Declarant shall have the right to appoint the members of the board until it either

(a) no longer owns a Lot, or

(b) relinquishes its right to appoint Board members, whichever first occurs. Board members shall be elected to a two-year term, effective January 1, 2008.

8.3 **Certificate of Incorporation and Bylaws.** The purposes and powers of Association and the rights and obligations with respect to Members shall be amplified by provisions of the Articles of Incorporation and Bylaws of the Association. Such Articles and Bylaws include provisions with respect to corporate matters, including provisions such as notices, record dates and quorums for meetings of directors and Members, but no such provisions may be inconsistent with any provision of this Declaration.

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#### AMENDMENT

#### 5th Amendment 11-07-1997

8.4 **Initiation / Transfer Fee.** *Upon transfer of title to any Lot to the purchaser(s) thereon, such purchaser(s) shall pay an initiation/transfer fee in the amount of \$100 to provide funds for the uses described in Section 8.7 hereof.*

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#### AMENDMENT

#### 6th Amendment 09-10-2006

8.5 **Assessments.** *All of the Lots shall be subject to an annual assessment charge as set forth, amount to be annually determined by the Board, which is ordinarily due and payable by the respective. Invoices should be mailed annually to homeowners on or about January 31. Owners thereof to the Association annually within 45 days of date of invoice. Payment arrangements are made on a case-by-case basis and at the discretion of the Board. Homeowners may opt to have invoice emailed, in accordance with procedures to be developed by the board. Homeowners are responsible for all costs associated with liens, court costs, foreclosures, and collections that result from non-payment of dues.*

8.6 **Annual Assessment.**

(a) The assessment for the period from January 1, 1992 thru December 31, 1992, shall be Sixty Dollars. If assessments were assessed hereunder for the entire calendar year 1991, the annual assessment would be Sixty Dollars. The annual assessment by the Board for any subsequent year to an amount which is not increased more than 10% compounded above the maximum permitted annual assessment for the previous year without a vote of the Members as provide in (b) below.

(b) The annual assessment for any calendar year commencing in 1993 may be increased to an amount greater than permitted by subsection (a) of this Section 8.6 only by an affirmative vote of the majority of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

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**AMENDMENT**  
**6th Amendment 09-10-2006**

8.7 **Use of Assessment Funds.** *Assessment funds shall be used for purposes as the Association shall determine necessary and advisable, which may include but shall not be limited to the following: for improving and maintaining the Common Areas and other property of the Association, including entry areas, monuments and fencing, if any; for planting trees and shrubbery and the care thereof; for payment of expenses incidental to the proper operation and maintenance and repair of recreational facilities located within the Common areas; for collecting and disposing of garbage, ashes and rubbish; for employing security patrol; for caring for vacant property; for removing grass or weeds; for street cleaning; for street signs and street lights; for construction, purchasing, maintaining or operating any community service; for purchase of insurance; for legal costs and expenses; for supplies and fertilizers; for snow removal; for doing any other thing necessary or advisable, in the opinion of the Association, for the general welfare of the Owners; for expenses incidental to the enforcement of these restrictions; for the payment of operating expenses of the Association; or for any other purpose within the purpose for which the Association is incorporated.*

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8.8 **Special Assessments for Capital Improvements.** *In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for such purpose.*

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**ADDENDUM**  
**5th Amendment 11-07-1997**

8.9 **Capital Improvements.** *Any and all plans for the construction or purchase of capital improvements must receive prior approval from the Association by a vote of the members under established voting procedures. Capital improvements are hereby defined as expenditures which are not necessary for the normal maintenance or repair of Association property, and/or which cost exceeds 15% of the annual budgeted revenues for that fiscal year.*

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**AMENDMENT**  
**6th Amendment 09-10-2006**

8.91 **Canal.** *Neither the Board of Directors nor any other person may authorize any expenditure of the Association funds for the canal or canal wall structure for the purpose of modification, improvement, or repair without prior approval of the Association by a vote of members, in accordance w/voting procedures for amending the declaration pursuant to 11.1 and 11.2.*

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8.95 **Replacement Reserve Fund.** *A replacement reserve fund has been established to accumulate funds for major replacement repairs of existing items including, but not limited to, replacement of; irrigation wells, sprinkler main lines, entrance walls, entrance lighting, etc. This fund is earmarked only for these types of repairs in order to prevent the need for future special assessments to pay for these items. Under no circumstances may the Board of Directors use these funds for any other purpose other than as set forth herein, without the vote of the Members under established voting procedures. The initial amount allocated for this fund is \$2,000.00 in 1997. A minimum amount of \$2,000.00 per year must be added to this fund thereafter, unless a lesser figure is approved in the annual budget by a vote of the Members.*

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**AMENDMENT**  
**6th Amendment 09-10-2006**

8.10 **Lien for Assessments and Fines.** *The Association shall have a lien against each Lot to secure payment of any assessment, fine or other amount due and owing the Association by the Owner of that lot, plus interest from the date such amount was due and payable at a rate equal to the Wall Street Journal prime rate on each day where there occurs a change in said prime interest rate (provided that the interest rate shall never exceed the maximum allowed by law), in addition to all costs and expenses of collecting the unpaid amount, including but not limited to reasonable attorneys' fees.*

The lien may be foreclosed by a foreclosure petition filed w/in 180 days and otherwise in the manner for foreclosure of mortgages in the State of Kansas. The lien provided herein shall be junior to the lien of any first mortgage on any Lot taken in good faith and for value and perfected by recording in the office of the Register of Deeds for the County of Sedgwick, Kansas prior to the time and recording in said office of a Notice of Lien, but shall be prior to any and all other liens.

The Notice of Lien shall set forth the amount of any assessment, fine or other amount due and owing to the Association, specifying the day such amount was due and payable and from which interest accrues, specifying all costs and expenses, including reasonable attorneys' fees, of collecting the unpaid amount to the date of recording such Notice of lien, describing the Lot affected by the lien and specifying the name or names last known to the Association or the Owner or Owners of the Lot.

Each Owner acknowledges and agrees by acceptance or such ratification that the lien of the Association for assessments due hereunder, and for all other sums which become due the Association hereunder from an Owner, shall be superior to any homestead exemption as is now or may hereafter be provided by Kansas or federal law.

The acceptance of a deed or other interest to a Lot subject to this Declaration shall constitute an express waiver of the homestead exemption as against all sums which may become due the Association from the Owner of such Lot. Homeowners are responsible for all costs associated with liens, court costs, foreclosures, and collections that result from non-payment of dues, including reasonable attorneys fees.

8.11 **Successor's Liability for Assessments.** The Association's lien for delinquent assessments, damages, costs expenses, attorneys' fees and all other charges allowed hereunder against a Lot shall pass to an Owner's successors in title, regardless of whether said obligation was expressly assumed by them, except with respect to the sale or transfer of any Lot which is subject to any mortgage pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, which became due prior to such sale or transfer. Upon acquisition of title to a Lot, an Owner shall be bound by the terms hereof.

8.12 **No Offsets.** All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reductions thereof shall be permitted for any reason, including without limitation any claim of non-use of the Common areas or any claim that Declarant, the Association, the Board or the Architectural Control Committee is not or has been properly exercising its duties and powers under this Declaration.

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**ARTICLE IX**  
**PROPERTY RIGHTS**

9.1 **Easement in Common Areas.** Declarant hereby dedicates and conveys to each Owner a right and easement of enjoyment in and to the Common Areas; provided, however, that use of the Common Areas and recreational improvements and amenities placed thereon shall be governed by the rules and regulations adjusted by the Board from time to time. Said right and easement shall not be personal but shall be considered to be appurtenant to said Lots, whether specifically set forth in deeds to the Lots or not. Declarant hereby covenants for itself, its successors and assigns that it will convey by quit claim deed, at such time as Declarant no longer owns any Lot, or such earlier date as Declarant shall determine in its sole discretion, a fee simple title to the Common Areas to the Association, free and clear of all encumbrances and liens except any current ad valorem or special assessment taxes. The Association shall accept title to such Common Areas, together with the responsibility to perform any and all functions and duties of taxes and insurance in the Common Areas and for the proper maintenance of the open spaces. The title to the Common Areas vested in the Association shall be subject to the rights and easements of enjoyment in and to such Common Areas by its Members.

9.2 **Description of Common Areas.** The Common Areas consists of the following real estate and any improvements now or hereafter located thereon:

Reserves A, B, C, D as shown on the Plat.

9.3 **Reservation of Rights in Common Areas.** Notwithstanding any other provision of this Declaration, Declarant reserves the right to grant easements within the Common Areas for installation, repair and maintenance of water mains, sewers, drainage courses, public walkways and other public utilities shall be installed in such a manner so as to minimize damage to the natural features of the Common Areas.

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**ADDENDUM**  
***1st Amendment 02-10-1992***

9.4 **Mortgage for Conveyance of Common Area.** *The common areas cannot be mortgaged or conveyed without the consent of at least two thirds (2/3) of the lot owners (excluding the developer).*

9.5 **Ingress or Egress through Common Areas.** *If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to the lot owner's easement.*

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**ADDENDUM**  
***5th Amendment 11-07-1997***

9.6 **Alteration of Common Areas.** *The Common Areas may not be altered in any way (including but not limited to: planting or removal of landscaping materials; construction of any structures, drainage or barriers; pruning, etc.) without the express written consent of both the Board of Directors and the ACC. The Board does not need prior consent of the ACC for normal maintenance, repair, and upkeep of the Common Area.*

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**ARTICLE X.**  
**ADDITIONAL LAND**

10.1 **Additional Land.** Declarant may from time to time annex additional real property, including additional Common Areas, to the Property covered by this Declaration and thereby subject the same to all the terms, provisions and conditions of this Declaration by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During a ten- (10) year period commencing with the date of the recording of this Declaration, Declarant, its successors or assigns, may annex additional real property, in its absolute discretion. From and after the termination of said ten-year period, such additional real property may be annexed to the Property, provided that such annexation is approved in writing by a majority of the votes of the Members entitled to vote.

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**ADDENDUM**  
***2nd Amendment 04-17-1992***

10.2 **Chadsworth Second Addition to Wichita, Sedgwick County, Kansas.** *Chadsworth Second Addition as described in the official plat filed of record is annexed and made a part of Chadsworth subject to the following provisions:*

- a. Lots 1-15, Block 1, and Lots 1-14, Block 4 are subject to no square footage or fencing restrictions.*
- b. Lots 16-45, Block 1; Lots 1-53, Block 2; Lots 1-16, Block 3; Lots 15-53, Block 4, are subject to the following residential restrictions:*
  - 1. a minimum of 1150 square feet on one level, or*
  - 2. 1500 square feet for multi-level or two story construction.*

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**ARTICLE XI.**  
**MISCELLANEOUS PROVISIONS**

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**ADDENDUM**  
**6th Amendment 09-10-2006**

11.1. **Duration of Declaration.** Notwithstanding, anything else to be contrary in the declaration, the Articles of Incorporation, the By-laws, and/or the Declaration of Covenants, Conditions, and Restrictions of Chadsworth may be altered, repealed, or amended only by at least a simple majority of all lot owners participating who participate in the voting process either by attending a meeting or by returning a proxy vote, or secure web site. However, ALL lot owners must be given written notice of any proposed amendments, alterations, or deletions via the U.S. mail service, of the voting issues, a minimum of ten days prior to the voting deadline. Electronic notification and balloting procedures to be developed by the Board.

*This amendment supersedes and replaces all previous amendments to Article XI, section 11.1 and 11.2, and Article XII, 12.8, Section 1 of the Covenants, Conditions, and Restrictions of Chadsworth; and Amended Articles of Incorporation of Chadsworth Homeowners' Association, Ninth (section).*

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**ADDENDUM**  
**6th Amendment 09-10-2006**

11.2. **Amendment of Declaration.** Notwithstanding, anything else to be contrary in the declaration, the Articles of Incorporation, the By-laws, and/or the Declaration of Covenants, Conditions, and Restrictions of Chadsworth may be altered, repealed, or amended by at least a simple majority of lot owners who participate in the voting process either by attending a meeting or by returning a proxy vote, or secure web site. However, ALL lot owners must be given written notice of any proposed amendments, alterations, or deletions via the U.S. mail service, of the voting issues, a minimum of ten days prior to the voting deadline. Electronic notification and balloting procedures to be developed by the Board.

*This amendment supersedes and replaces all previous amendments to Article XI, section 11.1 and 11.2, and Article XII, 12.8, Section 1 of the Covenants, Conditions, and Restrictions of Chadsworth; and Amended Articles of Incorporation of Chadsworth Homeowners' Association, Ninth (section).*

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**ADDENDUM**  
**5th Amendment 11-07-1997**

11.25 **Recording Amendments** Amendments made to the Articles of Incorporation must be recorded with the Secretary of State of Kansas. Amendments to the Declaration and bylaws must be filed with the Register of Deeds of the County of Sedgwick, Wichita, Kansas.

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11.3 **Effect of Provisions of Declaration.** Each provision of this Declaration shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument, and each Owner shall be bound by the terms of this Declaration.

11.4 **Enforcement and Remedies.** The Association, Declarant or any Owner shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, architectural standards, liens and charges now or hereafter imposed by the provisions of this Declaration.

11.5 **Limited Liability.** Neither Declarant, the Association, the Board, the Architectural Control Committee nor any member, agent or employee of the same shall be liable to any party for any act or for any failure to act with respect to any matter if the act or failure to act was in good faith and without malice, and such Declarant, the Association, the Board, the Architectural Control Committee and any member, agent or employee of the same shall be reimbursed by the Association for any costs and expenses, including but not limited to attorneys' fees, reasonably incurred by them with the prior approval of the Board, which approval shall not unreasonably be withheld or delayed, as a result of threatened or pending litigation in which they are or may be named as parties.

11.6 **Successors and Assigns.** Except as otherwise provided herein, this Declaration shall be binding upon and shall insure to the benefit of Declarant, the association and each Owner and the heirs, personal representatives, successors and assigns of each. Declarant shall have the right and power to assign and delegate to the Association, or any successor or successors thereto, at any time and from time to time, all or part of any of the rights, powers and

authority contained in this Declaration.

11.7 **Severability**. Invalidity or unenforceability of any provision of this Declaration, in whole or in part, shall not affect the validity or enforceability of any other provision or any valid enforceable part of provision of this Declaration.

11.8 **Captions**. The captions and heading in the Declaration are for convenience only and shall not be considered in construing any provisions of this Declaration.

11.9 **No Waiver**. Failure to enforce any provision of this declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

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**ADDENDUM**  
**1st Amendment 02-10-1992**

**ARTICLE XII**

**BYLAWS OF  
CHADSWORTH HOMEOWNERS' ASSOCIATION  
(A NOT FOR PROFIT CORPORATION)**

12.1 **GOVERNMENT**

SECTION 1. *The Administration and control of the Corporation shall be vested in a Board of Directors.*

**AMENDMENT**

**2nd Amendment 09-10-2006**

12.2 **OFFICES**

SECTION 1. The principle mailing address of the corporation shall be located at:

PO Box 9312  
Wichita, KS 67277

The Corporation may also have offices at such other places as the Board of Directors may from time to time designate

12.3 **CORPORATE SEAL**

SECTION 1. The Corporate Seal of the corporation shall contain the full corporate name of the corporation, the location of its principal office, and the word "Seal".

12.4 **CONVEYANCES**

SECTION 1. Any and all instruments of conveyance, deeds, assignments, mortgages, pledges, releases, trust indentures, or other instruments of conveyance, transfer, mortgage or pledge, shall be deemed to be valid and sufficient when the same are signed and executed in the name of the corporation (and acknowledged when required) by the President and when the same are attested to by the Secretary or Treasurer of the corporation. The Board of Directors may limit, expand, alter or amend the powers, rights and duties of the officers.

SECTION 2. The membership shall consist of the owners of the lots in Chadsworth, an addition to Wichita, Sedgwick County, Kansas.

12.5 **BUSINESS PROCEDURE**

SECTION 1. **Place of Meeting.** All meetings of the membership shall be held at the principle place of business in this State, or at such places as may be designed by the Board of Directors.

SECTION 2. **Dates of Meetings.** The directors shall meet at least once a year and at such additional times as the President from time to time determines. In addition any three members of the Board of Directors may at any time call a special meeting by notifying the other Directors in writing at least twenty (20) days in advance as to the date and place of said meeting.

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**ADDENDUM**

**6th Amendment 09-10-2006**

SECTION 3. **Notice.** *Written notice of all meetings of the Directors, stating the time, date and place thereof, shall be mailed, postage prepaid, or sent via electronic format at least ten (10) days before such meeting, to each Director entitled to vote, at such addresses as appears on the books of the corporation, unless notice is waived in writing.*

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SECTION 4. **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present at the meeting, in which a quorum is present, shall be the acts of the Board of Directors.

SECTION 5. **Voting List of Membership, Preparation and Inspection.** It shall be the duty of the Secretary, who shall have charge of the membership roll of the corporation, to prepare and make, at least thirty (30) days prior to any membership meeting, a list of members entitled to vote. The said list shall be made available for examination by any active member or by any Director, and shall be produced and kept at the time and place of election, during the whole time thereof, and subject to the inspection of any active member or Director that may be present.

SECTION 6. **Business Transacted.** Business transacted at all special meetings shall relate to the objects stated in the notice or transfer.

SECTION 7. **Notice of Special Meetings.** Written notice of all special meetings of the membership, stating the time place and object thereof, shall be mailed, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote, at such address as appears on the books of the Corporation, unless notice is waived in writing.

SECTION 8. **Inspection of Records.** Every Director shall have the right to examine, in person or by his attorney, at any reasonable time and for any reasonable purpose, the Bylaws, Director' rules and policy, books of account and records of the corporation, and to make copies or extracts of the same at his or her sole expense.

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## **ADDENDUM**

### **6th Amendment 2-1-08**

SECTION 9. **Number of Membership and Qualifications.** The number of Directors of this corporation shall be not less than 5 or no more than 9. The Directors shall be elected every two years at the annual meeting of the membership, and each Director shall serve at the sole and complete discretion of the membership, or until resignation or termination, and all successors shall be elected and qualified by the Board of Directors and shall serve in accordance with the rules and dictates of the said Board. The Board of Directors shall submit every two years at the annual meeting of the membership a list of proposed members for the Board of Directors for the membership to vote upon.

Only active members shall be entitled to vote. An "active member" is defined as any person owning a lot in Chadsworth, an Addition to Sedgwick County, Kansas. The Directors may request, prior to granting membership, proof of ownership of said lot. The owners of each lot, regardless of the number, shall be entitled to one vote. In other words, if there are five owners of one lot, those five owners, collectively, would be entitled to only one vote as members of the corporation.

SECTION 10. **Resignation of Removal of the Directors and Filling Vacancies.** Any Director of the corporation may resign upon written resignation with the Secretary of the Corporation, and such resignation shall become effective when so filed, unless some other effective date is set forth in the resignation. In the event any Director fails to attend two (2) or more regularly called meetings in any twelve (12) month period, or in the event he removes himself from the State of Kansas, or if he becomes a member not in good standing, he may be removed after thirty (30) days written notice and upon a vote of the Board of Directors. Vacancies in the Board of Directors shall be filled by the remaining Directors, and any Director so chosen to fill such vacancy shall hold office until the next annual membership meeting, or until his successor has been duly elected and qualified.

#### **12.6 OFFICERS**

SECTION 1. **Designated Offices.** The officers of the corporation shall be chosen by the Board of Directors, and they shall include a President, Vice President, Secretary or Treasurer, and such other officers as the Board of Directors may consider appropriate.

The Vice President may also serve as Secretary or Treasurer or as Secretary and Treasurer.

The Secretary may also serve as Vice President or Treasurer or as Vice President and Treasurer.

SECTION 2. **Other Officers.** The Corporation may have such other officers and agents as may from time to time be determined and appointed by the Board of Directors, and for such terms as the Board of Directors may determine.

SECTION 3. **Terms and Qualification of Officers.** The Officers of the Corporation, except as provided in

Section 2 of this Article, shall hold their offices until the next annual meeting of the Board of Directors, or until their successors are chosen and qualified, unless their respective terms of office have been terminated by resignation in writing, duly filed in the office of the Secretary of the Corporation, or they have been terminated by the Board of Directors.

SECTION 4. **Salaries and Expenses.** The Officers shall receive no salaries, but the Officers and the members of the Board of Directors may be reimbursed for any out-of-pocket expenses which are necessary to be expended for and on behalf of the Corporation.

SECTION 5. **Removal of Officers.** Any Officer elected or appointed by the Board may be removed from office at any time by the affirmative vote of a majority of the Board of Directors.

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## **ADDENDUM**

### **6th Amendment 09-10-2006**

SECTION 6. **President.** *The President shall be the Chief Executive Officer of the Corporation. He or she shall preside at all meetings of the Members and Directors. He or she shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.*

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SECTION 7. **Vice President.** The Vice President shall, in the absence or disability of the President, perform the duties and exercises the powers of the President, and shall perform such other duties as the Board of Directors may prescribe.

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## **AMENDMENT**

### **4th Amendment 09-10-2006**

SECTION 8. **Secretary.** The Secretary shall attend all meetings of the Board of Directors and record all votes and accurately record the minutes of all meetings and shall cause to be given notice of all meetings and shall notify the Board of all correspondence and documentation he or she may receive in this capacity as Secretary and shall perform all other duties as may be prescribed by the Board of Directors.

SECTION 9. **Treasurer.** The Treasurer shall attend all meetings of the Board of Directors, shall keep accurate records of all financial affairs and transactions of the Corporation. The Treasurer shall give bond indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misappropriation, or other acts of fraud or dishonesty, in such amount with such sureties as may be determined from time to time by the Board of Directors. Such bond, if issued by other than a Corporate surety, shall be renewed at least every three (3) years. The premium for such bond shall be by the Corporation. Note: This office may be held by one individual or two separate individuals.

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## **AMENDMENT**

### **4th Amendment 09-10-2006**

SECTION 10. **Committees.** The Directors shall have the right and authority to select such committees, as they may from time to time deem appropriate to assist in administering and dealing in and with the corporate affairs. All such committees shall at all times remain under the control and authority of the Board of Directors. Board members are to serve as *ex officio* (non voting) members of each special or standing committee as needed.

SECTION 11. **General Counsel and Associate.** A general counsel and/or accountant for the corporation may be appointed annually by the Board of Directors, at compensation to be set by the Board of Directors. The general counsel and/or accountant shall, when called upon, counsel and advise with the officers of the corporation on any legal matter which may arise in the conduct of the business of the corporation and shall perform such further legal services as may be contemplated in the contract of employment.

SECTION 12. **Vacancies Work No Dissolution. Filling of Vacancies.** The failure to elect any officers or directors shall not dissolve the corporation. In the event of the failure to annually elect any officers or directors, or in the event of any vacancy occurring, either by death, resignation, removal or otherwise, in the Board of Directors, or of any officer, the remaining directors or officers shall have the power to act and carry on the

business of the corporation until such time as the vacancy is filled, as provided in Section 7 of Article VI, as pertains to vacancies in the Board of Directors.

SECTION 13. **Dissolution.** If the Association is dissolved, the assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

**12.7 MISCELLANEOUS**

SECTION 1. **Order of Business at Board of Directors Meeting.** The order of business at any meeting of the Board of Directors shall be substantially as follows, insofar as is consistent with the purpose of the meeting:

- (a) Proof of notice (if a special meeting),
- (b) Reading of minutes of last meeting,
- (c) Report of officers or committees, (this shall always include a report from the treasurer),
- (d) Election of officers,
- (e) Unfinished business,
- (f) New business.

Provided, however, that the order of business may be changed by an affirmative vote of a majority of the directors present.

SECTION 2. **Execution of Check, Demands or Money or Notes.** All funds of the corporation shall be deposited in a bank or financial institution designated by the Board of Directors.

SECTION 3. **Fiscal Year.** The fiscal year of the corporation shall be such as may from time to time be determined by the Board of Directors.

SECTION 4. **Notices.** Whenever, under the provisions of these bylaws, notice is required to be given to any director or officer, it shall be not construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in the post office in a postpaid sealed wrapper, addressed to such stockholder, officer or director, at such address as appears on the books of the corporation, or, in default of other address, to such director or officer, at the general post office in the last known city of his or her residence. Such notice shall be deemed to be given to directors may likewise be given as otherwise provided in these bylaws. Any director or officer may waive any notice required to be given under these bylaws.

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**ADDENDUM**

**6th Amendment 09-10-2006**

*12.8 **Amendments** The Articles of Incorporation, the By-laws, and/or the Declaration of Covenants, Conditions, and Restrictions of Chadsworth may be altered, repealed, or amended only by a 2/3 majority vote of all lot owners. However, ALL lot owners must be given written notice of any proposed amendments, alterations, or deletions via the U.S. mail service, or electronic forma, of the voting issues, a minimum of ten (10) days prior to the voting date. Electronic notification and balloting procedures to be developed by the Board.*

*This amendment supersedes and replaces all previous amendments to Article XI, section 11.1 and 11.2, and Article XII, 12.8, Section 1 of the Covenants, Conditions, and Restrictions of Chadsworth; and Amended Articles of Incorporation of Chadsworth Homeowners' Association, Ninth (section).*

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IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

Amended September 10, 2006  
Amended February 1, 2008

Marcus German, President