

CONDOMINIUM PROPERTY DECLARATION

THE CHATEAU CONDOMINIUMS

THIS DECLARATION, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by THE CHATEAU ASSOCIATES, a Kansas General Partnership (hereinafter referred to as "Owner"), pursuant to the provisions of the Apartment Ownership Act of the State of Kansas, Chapter 58, Article 31 of the Kansas Statutes Annotated (hereinafter sometimes referred to as the "Act"), for the purpose and intent of submitting the hereinafter described real property and the improvements located thereon to the provisions of the Act:

WITNESSETH:

WHEREAS, Owner is the owner of the real property described on Declaration Exhibit A-1 attached hereto, together with the improvements located thereon and the easements appurtenant thereto, all hereinafter referred to as the "Property"; and

WHEREAS, Owner desires, by recording this Declaration together with the exhibits hereto, which are incorporated herein by reference, to submit the Property to the provisions of the Act, and said property, hereby established as a condominium, shall be known as The Chateau Condominium.

NOW, THEREFORE, Owner does hereby and upon the recording of this Declaration, duly executed and acknowledged, submit the Property in the manner and form shown on the Plat (a copy of the front page of which is attached hereto as Declaration Exhibit

A-2) to the provisions of the Act and declares that the Property shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized, upon and subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and obligations set forth in this Declaration and the exhibits hereto, all of which shall run with all or any portion of the Property and shall be binding upon and inure to the benefit of Owner, its grantees, successors and assigns, and any persons, associations, corporations or other legal entities acquiring or owning any interest in the Property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment and submission of the Property to the provisions of the Act, it is hereby provided as follows:

1. Definitions. As used in this Declaration and in the Bylaws attached hereto as Declaration Exhibit B, unless the context otherwise requires, the following terms shall have the following meanings:

A. "Association" - The Chateau Home Owners Association" a Kansas nonprofit corporation;

B. "Bylaws" - the Bylaws of the Association, a copy of which is attached hereto as Declaration Exhibit B, including the Rules and Regulations appended thereto;

C. "Common Areas and Facilities" - all portions of the Property, except the Units;

D. "Declaration" - this instrument submitting the Property to the provisions of the Act, together with any amendments hereto;

E. "Limited common areas and facilities" - common areas and facilities designated in this Declaration or shown by the Plat as reserved for the use of certain Units to the exclusion of others, consisting of (i) all patios (designated on the Plat by the letter "P" and a corresponding number); (ii) all stairways leading from a second floor to a third floor (designated on the Plat by the letter "S" and a corresponding number or numbers); and (iii) all furnaces and hot water heaters located outside the units;

F. "Persons" - a natural individual(s), corporation, partnership, trustee or other legal entity capable of holding title to real Property;

G. "Plat" - the plats of survey of the Property recorded contemporaneously with this Declaration on which appear statement identifying the Plat with this Declaration;

H. "Property" - all the real property described in Declaration Exhibit A-1, together with all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the condominium unit owners;

I. "Record" - to record in the office of the Register of Deeds of Johnson County, Kansas;

J. "Unit" - a part of the Property including one or more rooms located on one or more floors (or a part or parts thereof) in a building, designed and intended for any type of independent use and having lawful access to a public way or to a common area leading to a public way; each Unit, the legal designation of which is shown on the Plat, shall consist of the following portions of the building in which it is located; (i) to the extent that walls, floors and ceilings are shown on the Plat as the boundaries of a Unit, all doors and windows therein, and all lath, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of the Unit, but all other portions of such walls, floors, and ceilings shall be deemed to be common areas and facilities; (ii) any portions of any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or any other apparatus lying wholly or partially within the designated boundaries of a Unit serving only that Unit shall be deemed to be a part of that Unit; but excluding any portions thereof serving more than one Unit or any part of the common areas and facilities and any water heater and any air conditioning unit located within any Unit, all of which exclusions shall be deemed to be common areas

and facilities; and (iii) all space, interior partitions and other fixtures and improvements within the boundaries of a Unit;

K. "Unit interest" - the percentage of undivided ownership interest in the common areas and facilities allocated to each Unit as designated on Declaration Exhibit C attached hereto; and specified percentage of the Unit Owners means such percentage in the aggregate in Unit Interest of the undivided ownership of the common areas and facilities;

L. "Unit Owner" - the person or persons owning a Unit in fee simple absolute and an undivided interest in the fee simple estate of the common areas and facilities.

2. Unit Description and Percentage. The legal description of each Unit is the unit number shown on Declaration Exhibit C attached hereto, followed by the words: "The Chateau Condominium". Following the unit number on Declaration Exhibit C is the Unit Interest allocated to the Unit. Each Unit Interest has been computed by taking as a basis the value of each Unit in relation to the value of the Property as a whole and such percentages may only be changed by agreement of all Unit Owners. In determining the value of each Unit for the purpose of determining Unit Interest, Owner has determined to use and substantially has used the factor of useable square footage in each Unit as such square footage relates to the total useable square footage in all Units, and Owner has not considered the interior finish and improvements, which are personal and subjective in nature and subject to

change from time to time by the Unit Owners and succeeding Unit Owners, nor has Owner included in useable square footage all of the square footage of the private basements in certain townhouse units. Each Unit interest is expressed as a percentage, and the sum of all Unit Interests equals one hundred percent (100%).

3. Ownership of Condominium Units. Upon recording this Declaration and the Plat, the Property shall become subject to the provisions of the Act, and all Units shall then be capable of ownership in fee simple or any lesser estate and may be conveyed, leased, mortgaged or otherwise dealt with in the same manner as other real property, but subject, however, to the provisions, conditions and limitations imposed by the Act, this Declaration and the Bylaws of the Association. Each unit Owner shall be entitled to the percentage of ownership in the common areas and facilities appertaining to such Unit as indicated by the Unit Interest set forth on Declaration Exhibit C, and ownership of such Unit and of the Unit Interest shall not be separated, nor shall any Unit, by deed, plat, court decree or otherwise, be subdivided or in any other manner separated into tracts or parcels smaller than the whole Unit as shown on the Plat. In the event that two or more Units are now or hereafter owned by one Unit Owner, that Unit Owner will be entitled to aggregate the Unit Interest of each Unit owned by that Unit Owner.

Subject to the provisions of the Bylaws, the common areas and facilities such as walks, drives, parking structures,

building entrances, foyers, stairways, halls, corridors and the like, but not the limited common areas and facilities, may be used by each Unit Owner, occupants of the respective Units, their employees, invites and guests, for the purposes for which those common areas and facilities are designed and intended without hindering or encroaching upon the lawful rights of others, and without limiting the foregoing, for the express purpose of providing ingress to and egress from the Units.

4. Instrument Affecting Unit Affects Ownership of Common Areas and Facilities. Every deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat and as set forth in Declaration Exhibit C, and every such description shall be deemed good and sufficient for all purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the Unit Owner's corresponding Unit Interest even though the same is not expressly mentioned or described therein.

5. Common Areas and Facilities to Remain Undivided-Exceptions. As long as the Property is subject to the provisions of the Act, the common areas and facilities shall remain undivided, except as provided in K.S.A. 58-3126, and no Unit Owner shall bring any action for partition or division of the common areas and facilities. Any covenant or agreement to the contrary shall be null and void. Nothing contained therein, however, shall prevent partition of a Unit as between co-owners thereof,

if such right of partition shall otherwise be available, but such partition shall not be in kind.

6. Common Areas and Facilities Costs to be Paid by Unit Owners, Unpaid Amount to Constitute Lien, Foreclosure.

A. Every Unit Owner shall pay his proportions share of the common expenses, consisting of expenses of administration, maintenance, repair or replacement of the common areas and facilities (including limited common areas and facilities other than furnaces which shall be manufactured, repaired and replaced by the unit owners whose units they serve) and of any other expenses lawfully agreed upon or sums lawfully assessed against the Unit Owners by the Association which shall include the maintenance repair or replacement of each water heater whether located within a Unit or outside a Unit. Such proportionate share shall be in the same ratio as that Unit Owner's Unit Interest in the common areas and facilities. Payment thereof shall be in the amounts and at the time as determined by the Unit Owners or the Board of Managers of the Association, as hereinafter provided.

B. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any Unit shall constitute a lien on such Unit prior to all other liens except only (i) tax liens on the Unit in favor of any political subdivisions, municipal corporation, or special benefit district, and (ii) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by suit by the manager or Board of Man-



agers of the Association, acting on behalf of the Unit Owners, in like manner as a mortgage of real property. In any such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit, if so provided in the Bylaws, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Managers of the Association, acting on behalf of the Unit Owners, shall have the power to bid in the Unit at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

C. Where the mortgagee of a first mortgage of records or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such acquirer of title, his or her successors and assigns, shall not be liable for the share of the common expenses of assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Unit Owners including such acquirer, his or her successors and assigns.

D. In the event any person acquires or is entitled to the issuance of a sheriff's or other official deed in foreclosure of the lien for common expenses above provided, the deed convey-

ing the interests of any Unit Owner and the interest so acquired shall be subject to all the provisions of the Act and to the terms, provisions, covenants, conditions and limitations contained in the Declaration, the Plat, the Bylaws or any deed affecting such interest then in force.

E. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, or shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

7. Liens Against What - Consent, How Given.

A. In the event any lien against two or more Units becomes effective, the Unit Owner of any Unit so affected may remove that Unit and the undivided interest in the common areas and facilities appurtenant to that Unit from the lien by payment of the proportional amount of the lien attributable to each of the affected Units, according to Unit Interest. Upon payment as herein provided, the lienor shall execute and deliver to the

appropriate Unit Owner a release of the lien from such Unit and the undivided interest in the common areas and facilities appurtenant to that Unit. Any such proportional payment and release shall not prevent the lienor from proceeding to enforce his rights against any Unit with respect to which the lien has not been so paid or released.

B. No labor performed or materials furnished with the consent of or at the request of a Unit Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Unit or any other Property of any other Unit Owner not expressly consenting to or requesting the same, except that such express consent shall be deemed to be given by a Unit Owner in the case of emergency repairs to a Unit. Labor performed or materials furnished for the common areas and facilities, if duly authorized by the Association, the manager or Board of Managers of the Association in accordance with the Act, this Declaration or the Bylaws, shall be deemed to be performed or furnished with the express consent of each Unit Owner and shall be the basis for the filing of a lien pursuant to applicable law against each Unit, and shall be subject to the provisions of subsection (a) of this Section 7.

8. Limited Common Areas and Facilities. Subject to the provisions of this Declaration and the Bylaws, each Unit Owner shall have an exclusive easement for the use of any limited common area and facility designated in this Declaration or in the

Plat as being a limited common area and serving that Unit Owner's Unit.

9. Taxes. Each Unit and its percentage of undivided interest in the common areas and facilities shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes and special assessments and levies authorized by law. Until such taxes, assessments or charges are levied and assessed against each Unit, as above described, the same shall be paid by the Association as a common expense.

10. Interest Acquired Due to Nonpayment of Taxes, Subject to Act. In the event any person acquires any interest in any Unit as a result of the nonpayment of any taxes, the interest so acquired shall be subject to all the provisions of the Act, and to the terms, provisions, covenants, conditions and limitations contained in the Declaration, the Plat, the Bylaws, or any deed affecting such interest then in force.

11. Insurance, How Obtained - Named Insured - Who Adjusts - Loss Payable Clause, Form of - Premiums, How Paid. The manager or the Board of Managers of the Association shall obtain insurance for the Property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common areas and facilities and the Units. The insurance coverage shall be written in the name of, and the proceeds thereof shall be

payable to, the manager or the Board of Managers of the Association, as trustee for each of the Unit Owners in the percentages established in this Declaration. The policy of insurance may contain a loss payable clause containing the words, "To the holder or holders of mortgages of record, if any, as their interest may appear" without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the manager or the Board of Managers and the holder or holders of mortgages of record, as trustees for each of the Unit Owners in the percentages established in Declaration Exhibit C. The trustees shall have full power to adjust all insurance losses by suit or otherwise and payment accepted by the trustees hereunder shall constitute a discharge to the insurer. Premiums for the insurance shall be common expenses of the Association.

12. Insurance Proceeds Used for Reconstruction - Reconstruction Defined. In case of damage or destruction to all or part of the Property, the insurance proceeds, if sufficient to repair, replace or reconstruct the damaged property, shall be applied to such repair, replacement or reconstruction unless all Unit Owners, by unanimous consent obtained within sixty (60) days after such damage or destruction, agree not to reconstruct such damaged property. "Reconstruction of the damaged property," as used in this Section 12 and Section 13, means restoring the damaged property to substantially the same condition in which it

existed prior to the damage or destruction thereof, with each Unit and the common areas and facilities having the same vertical and horizontal boundaries as before.

13. Disposition of Property; Destruction or Damage. In case of damage or destruction to all or part of the Property and (i) if insurance proceeds are insufficient to reconstruct the damaged Property and the Unit Owners do not make provision for repair, replacement or reconstruction of the damaged property within one hundred twenty (120) days of the date of damage or destruction, or (ii) if the Unit Owners unanimously agree not to reconstruct such damaged property, then the Board of Managers of the Association may record a notice setting forth such facts and upon the recording of such notice:

A. All of the Property, together with any insurance proceeds attributable thereto, shall be deemed to be owned in common by the Unit Owners;

B. The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the common areas and facilities;

C. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided herein; and

D. The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of Unit Interest owned by each Unit Owner in the Property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

No provision of this Declaration or the Bylaws shall be deemed to give a Unit Owner or any other party priority over the rights of the first mortgagee of a Unit, pursuant to the terms of the mortgage, in the case of a distribution to such Unit Owner of insurance proceeds for losses to the mortgaged Unit and/or common areas and facilities.

14. Removal of Property from Act. All, but not less than all, of the Unit Owners may remove the Property (excepting from the term "Property" as here used the individual Units, fixtures, furnishings and equipment which must be replaced or disposed of due to wear and tear or obsolescence) from the provisions of the Act by an instrument to that effect, duly recorded, if the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest

of the Unit Owner in the Property. Upon such removal, the Property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities.

15. Bylaws, Amendments. The administration of the Property shall be governed by Bylaws, a true copy of which is annexed hereto as Declaration Exhibit B and recorded with this Declaration and made a part hereof. No modification or amendment of this Declaration or the Bylaws shall be valid unless the same is set forth in an amendment to the Declaration and such amendment is duly recorded.

16. Managers May Act for Owners - Actions - Service of Process. Whenever in this Declaration or the Bylaws the Board of Managers or the members thereof are authorized or directed to acquire, hold, lease, mortgage or convey any part of or interest in the Property, or to acquire any lien thereon, or to acquire or receive the proceeds of any policy of insurance or other moneys, goods or chattels with respect to the Property, such actions shall be carried out in the names of the members of the Board of Managers and their successors in office from time to time, as trustees, on behalf of some or all of the Unit Owners, as the case may be. Without limiting the rights of any Unit Owner, actions may be brought by the Board of Managers on behalf of two



or more of the Unit Owners, as their respective interests may appear, with respect to any cause of action relating to the common areas and facilities or more than one Unit. Service of process on two or more Unit Owners in any action relating to the common areas and facilities or more than one Unit may be made on any member of the Board of Managers in the manner provided by statute at the following address:

8361 Somerset Drive  
Prairie Village, Kansas 66207

17. Condemnation Proceedings, Board of Managers to Represent All Unit Owners. Each Unit Owner, by accepting title to a Unit, grants to the persons who shall from time to time constitute the Board of Managers of the Association an irrevocable power of attorney, coupled with an interest, to conduct negotiations with the State, a political subdivision or any other corporation, agency or authority having the power of eminent domain that seeks to acquire any of the common areas and facilities. In such event, the Board of Managers shall act as representatives of all Unit Owners, and the Board of Managers may execute and deliver the appropriate conveyance on behalf of all Unit Owners in return for the agreed consideration. The Board of Managers shall allocate such consideration, whether received through negotiation or condemnation, to the repair, replacement or restoration of the condemned common areas and facilities and then to the Unit Owners in proportion to their respective Unit

Interests. In the event negotiations shall fail, the condemning authority may join the Board of Managers as party defendants in lieu of naming all Unit Owners having an interest in the common areas and facilities, and such proceedings shall bind all Unit Owners; however, any Unit Owner having an interest in the common areas and facilities may be made a party defendant in such proceedings. Subject to the foregoing provisions in this Section 17, in any condemnation proceeding any Unit Owner or mortgagee of any Unit shall be entitled to seek and have their just damages for the taking of their Unit and their Unit Interest in the common areas and facilities, as allowed by law, including severance damage, if any. No provision of this Declaration or the Bylaws shall be deemed to give a Unit Owner or any other party priority over the rights of the first mortgagee of a Unit, pursuant to the terms of the mortgage, in the case of a distribution to such Unit Owner of condemnation awards for losses to or a taking of the mortgaged Unit and/or common areas and facilities.

18. Managers to Keep Records, Open to Owners. The manager or Board of Managers of the Association, as the case may be, shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred. Such records and the vouchers authorizing the

payments shall be available for examination by any Unit Owner at convenient hours of weekdays.

19. Rule Against Perpetuities - Restraints on Alienation.

It is expressly provided that the rule of property known as the Rule Against Perpetuities and the rule of property restricting unreasonable restraints on alienation shall not be applied to defeat any of the provision of this Declaration.

20. Easements and Utilities. Permanent easements are hereby reserved to, through, in and over all portions of the Property, including all Units, as may be reasonably necessary for the installation, maintenance, and repair of utility services and common areas and facilities, which easements shall run to and be administered by the Board of Managers for the benefit of the Unit Owners. Any entity providing any utility service to the Property for common use, such as water, electricity, gas, sewerage, telephone and cable television, shall have access to the common areas and facilities and the Units as may be necessary for the installation, repair or maintenance of such services, and any costs incurred in opening or repairing any wall or structural portion to install, repair or maintain such services shall be a common expense of the Property, to be assessed in accordance with the Bylaws.

Easements are hereby reserved to each Unit Owner for pedestrian and vehicular traffic over, through and across such driveways and parking areas on the Property as from time to time may

be paved and intended for such purposes, except that this easement shall not be deemed to deny to any Unit Owner the exclusive use of a limited common area and facility.

In the event that two or more Units are purchased by one owner for the combined use thereof as a single family residence, the Board of Managers of the Association shall have the right, but shall not be obligated, to grant easements to permit connection of such Units by way of stairways, entrances, removal of walls, floors or ceilings, and/or other facilities through the common areas and facilities. All costs and expenses incurred thereby shall be borne by the owner of such Units and the contractor, the contractor and the manner in which such work is carried out shall be subject to the approval of the Board of Managers. All such easements shall continue until such time as the Units so connected are converted back to separate and single family use, at which time the expense of restoring the common areas and facilities to constitute separate Units shall be borne by the owner of the Units restoring the same to separate Units.

The Board of Managers shall have the right to grant other easements and rights in, upon and through the common areas and facilities to permit television and radio aerials and connections, cable television installations and other facilities for the use and enjoyment of the Unit Owners or any of them.

21. Maintenance. It shall be the obligation of each Unit Owner to maintain in good condition and repair the interior of

such Owner's Unit (including any garage space or basement which is a part of such Unit as indicated on the Plat), and all of the equipment, including, but not limited to, interior plumbing fixtures, interior electrical equipment, interior gas and water equipment, any windows, screens and storm windows, doors, kitchen and bathroom equipment and the like. Notwithstanding the preceding sentence, all utility lines, including water, electrical, cable television, plumbing pipes, sewer lines and gas lines, heating and air conditioning pipes (but not the furnace itself) and ducts in and to the interior of the Units, heat registers, flues or any utility lines serving other Units which are located within any Unit, and each Unit's water heater and central air conditioning equipment shall be maintained by the Association as a common expense. For the purposes herein, the term "interior" shall mean all parts of the Unit.

The structural portions of the ceilings, floors, supporting columns and walls which form the lateral boundaries of the Unit shall be deemed common areas and facilities and shall be maintained by the Association as common expense. All limited common areas and facilities (other than furnaces) shall likewise be maintained by the Association as common expense.

22. Encroachments. If any portion of the common areas and facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, as a result of the construction or present

condition of the improvements constituting the Property, or if any such encroachment shall occur hereafter as a result of settlement or shifting of the improvements constituting the Property, an easement for the encroachment and for the maintenance of the same shall exist so long as such encroachment shall exist. In the event of any variance between any Unit as shown on the Plat and such Unit as built, the Unit as built shall be deemed to constitute the legally described Unit. Except as provided in the Act, no Unit Owner shall by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into tracts or parcels different from the Unit as shown on the Plat.

23. Power of Attorney to Board of Managers. Each Unit Owner by accepting title to a Unit grants to the persons who shall from time to time constitute the Board of Managers, subject to the terms and provisions of the Bylaws, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale. Such persons shall act in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and may convey, sell, lease, sublease, mortgage or otherwise deal with any such Unit so acquired or leased.

24. Units Subject to Declaration and Bylaws. All present and future Unit Owners, tenants, occupants of Units or any other user of all or any part of the Property shall be subject to and

shall comply with the provisions of this Declaration and the Bylaws as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration and the Bylaws as they may be amended from time to time, are accepted and ratified by such owner, tenant, occupant or user, and all of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. A Unit Owner shall automatically be a member of the Association, as referred to in the Bylaws, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

25. Developer's Rights.

A. Notwithstanding any other provision of this Declaration or the Bylaws, until Developer (for purposes of this Section 25, the term "Developer" shall mean Owner and any person to whom Owner or Owner's successors or assigns may sell the Property, in its entirety, prior to the sale of any individual Unit) has closed the sales of all Units, Developer shall have the following rights:

(i) Developer and Developer's duly authorized agents, representatives and employees shall have the right to maintain model units and a sales office on the Property;

(ii) Developer may make such use of the unsold Units and common areas and facilities as may facilitate the sale of Units, including, but not limited to, showing of the Property, the display of signs, banners and canopies, and Developer and persons it may select shall have the right of ingress and egress over, upon and across the common areas and facilities and the right to store materials thereon and make any other use of the common areas and facilities as it may, in its discretion, deem reasonably necessary incident to construction, development, sales and operation of the Property.

B. Notwithstanding any other provision of this Declaration or the Bylaws, until Developer has closed the sale of at least one (1) Unit, the obligations set forth in this Declaration and the Bylaws shall not be binding upon Developer and, particularly, Developer shall not be obligated to pay common expenses or to set aside funds for working capital of the Association, general operating reserves, reserves for replacement and maintenance of common areas and facilities, or any other type of reserves.

26. Use of the Property. Subject to Section 25 of this Declaration, the Property and each of the Units are intended for, and restricted to, use for single-family residential purposes in



compliance with all applicable laws, zoning ordinances and regulations of governmental bodies having jurisdiction over the Property, and the provisions of the Act, this Declaration and the Bylaws.

27. Amendment of Declaration. This Declaration may be amended or modified only by the affirmative vote of at least eighty percent (80%) in aggregate Unit Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, except no amendment or modification shall be valid if contrary to or in conflict with the provisions of the Act as amended from time to time, or other applicable laws or ordinances. No such amendment shall be effective until recorded in the office of the Register of Deeds of Johnson County, Kansas.

28. Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

29. Waiver. No provision contained in this Declaration shall be deemed to have been nullified or waived by reason of any failure to enforce the same or similar provisions previously.

30. Captions. The captions and the references to certain statutory provisions from which the provisions of this Declaration in part have been taken or to which such provisions relate, are inserted only as a matter of convenience and for reference, and in no way define, limit, modify or supplement the Declaration or the intention of any provisions thereof.

IN WITNESS WHEREOF, Owner caused this Declaration to be executed by its duly authorized partner the day and year first above written.

THE CHATEAU ASSOCIATES

ATTEST:

By \_\_\_\_\_  
General Partner

\_\_\_\_\_  
Secretary

STATE OF KANSAS       )  
                              ) ss.  
COUNTY OF JOHNSON    )

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1983, before me the undersigned, a Notary Public in and for said county and state, personally appeared Louis R. Trigg, an individual to me personally known, who, being by me duly sworn, did say that he is General Partner of The Chateau Associates, a Kansas General Partnership, and the said Louis R. Trigg did further state that he executed the same as the free act and deed of said General Partnership.