

DECLARATION

OF

HOMEOWNERS ASSOCIATION

OF

BRIDGEFIELD

ADDENDUM TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
BRIDGEFIELD

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DECLARATION OF
BRIDGEFIELD
HOMEOWNERS ASSOCIATION

THIS DECLARATION, made this 14th day of August, 1997, by Scott Developers, L.C. ("Declarant").

WITNESSETH: That,

WHEREAS, Declarant is the owner of certain property in Wichita, Sedgwick County, Kansas, which is more fully described as Lots 12 through 17 Block B, Lots 1 through 16 Block C, Lots 1 through 21 Block D, Lots 1 through 16 Block E, and Reserves D, E, G, H, I, J and K in Bridgefield, a sub-division in Sedgwick County (the "Addition"); and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to the a portion of said property to insure the proper development thereof and adequate maintenance and government of the Common Areas and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all of said property, except as otherwise provided herein, shall be held and/or conveyed subject to the conditions and restrictions contained in this Declaration; and

WHEREAS, there shall be established the Bridgefield Homeowners Association (the "Association"), consisting of the owners of the lots included within the Addition; and

WHEREAS, the principal purpose of which will be to be responsible for the maintenance of the Common Areas as hereinafter described; and

WHEREAS, Declarant may, but shall not be required to, convey additional real property to the Addition;

NOW, THEREFORE, Declarant hereby declares that the Addition shall be held, sold, and conveyed subject to the following covenants, charges and assessments, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

Association Membership and Voting Rights

Section 1.01. Formation of Membership. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Kansas.

Section 1.02. Membership. Membership in the Association shall be mandatory for each owner of a Lot. Each such owner is hereinafter referred to as an "Owner".

Section 1.03 Definition of "Member". "Member" shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any lot, but not including any Owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the Member. When more than one person holds an interest in any Lot, all such persons shall be Members.

Section 1.04. Definition of "Lot". The word "Lot" as used herein, shall mean a Lot as set forth in the recorded plat; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot"; provided, further, two or more Lots which are combined into a single homesite shall be deemed to be one "Lot" for the purpose of computing voting rights and liability for assessments hereunder.

Section 1.05. Voting Rights. There shall be two (2) votes for each Lot. The votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, Declarant shall be entitled to fifteen (15) votes for each Lot of which it is the Owner.

Section 1.06. Initial Operation. The initial operation of the Association shall be by Declarant until such time as Declarant turns over the operations thereof to the Association.

Section 1.07. Board of Directors. All actions of the Association shall be taken on their behalf by the Board of Directors (the "Board"), except for when a vote of the members is specifically required by this Declaration, the Articles of Incorporation, or the Bylaws.

ARTICLE 2

Property Rights

Section 2.01. Easement in Common Areas. Declarant hereby dedicates and conveys to each Member a right and easement of enjoyment in and to the common areas described hereafter (the "Common Areas"), and Declarant hereby covenants for itself, its successors and assigns, that it will convey 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. As of the date hereof, Association shall be responsible

for the payment of taxes and insurance on the Common Areas and for the proper maintenance of the Common Areas and for compliance with this Declaration. The title to the Common Areas vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Areas by its Members. Said easement shall not be personal but shall be appurtenant to said Lots, whether specifically set forth in deeds to the Lots or not.

Section 2.02 Regulations. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Areas, which regulations shall be binding upon the Members and all residents of the Addition. All such regulations shall be reduced to writing and shall be provided to Members as the Board of Directors deem appropriate.

Section 2.03 Description of Common Areas. The Common Areas to be conveyed to the Association and the use thereof is as follows:

Reserves D, E, G, H, I, J, K inclusive, as per the recorded plat of Bridgefield.

Section 2.04. Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant reserves the right to grant easements within the Common Areas for the installation, repair, and maintenance of water mains, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Areas. The Association shall not have the right to mortgage any part, parts, or all of the Common Areas. The Association shall have the right to suspend the rights of any Member in connection with the Common Areas for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE 3

Assessments

Section 3.01. Assessments and Initial Assessment. All of the Lots shall be subject to annual assessment charges to be paid by the respective Owners thereof to the Association annually in advance on the 2nd day of January, in each year. Notwithstanding the foregoing, Declarant shall not be obligated to pay any assessment for any Lot owned by Declarant. There shall be an initial assessment of ~~\$100.00~~ ^{150.00} (one hundred dollars) for each new owner of any lot, whether original purchaser or subsequent owners. There shall be a monthly assessment of \$15.00 (fifteen dollars) per month, due and payable on January 2nd of each year. All assessments shall be paid to Bridgefield Homeowners Association. *changes Dec. 10, 14*

Section 3.02. Determination of Assessments. Subject to the provisions of Section 3.09 below, each year the Board shall, prior to November 1, determine the total amount to be raised by their respective annual assessment charges for the next succeeding year. Each Lot shall be assessed an equal amount. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove

to be insufficient to pay the costs of operation and management of their Association, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as they shall deem necessary. In consideration of the Declarant's substantial investment in the Common Areas of Bridgefield, no assessments of any kind shall be made against any Lot owned by Donald N. Scott, or Patricia E. Scott or Scott Developers, L.C., so long as any of them own property in Bridgefield.

Section 3.03. Master Association-Duties/Use of Funds. The assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Areas and other property of said association; for mowing; for planting trees and shrubbery and the care thereof; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for street cleaning; for street lights, street signs, and snow removal; for constructing, purchasing, maintaining, or operating any community service including publishing a directory of the membership of said association; for purchase of insurance; for doing any other thing necessary or advisable for the general welfare of the Members; for expenses incidental to the enforcement of these restrictions; for the payment of operating expenses of said association; or for any other purpose within the purpose for which said association is incorporated.

Declarant may install landscaping and sprinkler systems in the Common Areas as Declarant may in its sole discretion determine. In the event of the installation of such landscaping or sprinkler systems, the future maintenance, repair and replacement thereof and all monuments and logos thereon, shall be the responsibility of the Association.

The Board shall be obligated to expend such portion of the assessment fund as shall be necessary in order to maintain the Common Areas in a first class condition and shall not have the authority to reduce standards of maintenance below such level without the vote of two-thirds (2/3) of all Members of the Association.

Section 3.04. Bridgefield Association-Duties/Use of Funds. The Association shall enforce either in its own name or the name of any owner, all of the covenants, conditions and restrictions imposed hereby as the same may be modified from time to time and shall perform all other duties and obligations of the Association as are otherwise provided for herein and are not otherwise specifically made the duty and obligation of the Association.

Section 3.05. Interest on Delinquent Assessments. All assessment charges which shall remain due and unpaid thirty (30) days after they are due shall thereafter be subject to interest at the rate of four percent (4%) per annum over the Base Rate of Nations Bank, Wichita, N.A. as established from time to time or at such other rate as established by the Board.

Section 3.06. Lien for Delinquent Assessments. The annual assessment charges shall be a lien and encumbrance on the Lot with respect to which said charge is made. By the acceptance of title to a Lot, the Owner (not including thereby the mortgagee as long as it is not the Owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all such charges which were then due and unpaid to the time of acquiring the title thereto and all such charges thereafter falling

due during his ownership thereof. A certificate in writing issued by the Association or its agent setting forth the status of said charges shall be given on demand to any Owner or prospective purchaser liable, or who may be liable, for said charges, which certificate shall be binding upon said parties.

Section 3.07. Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot, which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any conveyance in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.08. Right of Associations to Enforce Payment of Assessment. By the acceptance of title, each Owner shall be held to vest in the association the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may be necessary or advisable for the collection of such charge or charges, and the association shall have the right to sue for and collect a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder.

Section 3.09. Maximum Annual Assessment.

a. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than ten percent (10%) above the maximum permitted annual assessment for the previous year without a vote of the Members.

b. The annual assessment for any year may be increased to an amount greater than that permitted by Subsection "a" of this Section only by an affirmative vote of two-thirds (2/3) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

c. The Board may fix the annual assessment at an amount not in excess of the maximum amount set forth in this Section.

Section 3.10. 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 two-thirds (2/3) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

ARTICLE 4

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 of 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 that ten (10) year period commencing with the date of the recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said ten (10) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) of the votes of the Members of the Association entitled to vote.

ARTICLE 5

Termination

This Declaration may be terminated, and all of the land now or hereafter affected may be released from all of the terms and provisions thereof, by the affirmative vote of ninety percent (90%) of the outstanding total votes of Members of the Association and approval of the Declarant (so long as either Donald N. Scott, Patricia E. Scott, or Declarant own any Lot in Bridgefield), and shall be evidenced by an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Sedgwick County, Kansas.

ARTICLE 6

Covenants Running with the Land.

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years..

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 14th day of August, 1997.

SCOTT DEVELOPERS, L.C.

By Donald N. Scott
Donald N. Scott, Manager
"Declarant"

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 14th day of August, 1997, before me, a Notary Public within and for the County and State aforesaid, personally appeared Donald N. Scott, Manager of Scott Developers, L.C., who is personally known to me and known to me to be the identical person who subscribed the name of the maker thereof to the within and foregoing Declaration of Homeowners Association of Bridgefield as Declarant thereof, and said person acknowledged to me his execution thereof as and for his free and voluntary act and deed, and for and on behalf of and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Wichita, Kansas, on the day, month, and year last above written.



Notary Public

My Commission Expires:

