

**BYLAWS OF WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION**

**ARTICLE 1**

**DEFINITIONS**

**Section 1.** "Association" is defined as the Association formed in Kansas being a not for profit corporation bearing the name of Westwood Village Condominium Association, Inc., the Certificate of Incorporation and Bylaws of which shall govern the administration of this condominium Association, the members of which Association shall be all of the Owners of the condominium units.

**Section 2.** "Common Area" is defined as all of the project land described on Exhibit "A" which is attached hereto, and the buildings, structures and improvements thereon save and except the fourteen (14) individual apartment units contained in said multiple unit apartment buildings as noted on the plot plan, which are to be separately owned, and specifically include, but are not limited to all land, building foundations, bearing walls, and columns, beam supports, roofs, cold water lines, yards, gardens, swimming pools, pavements, streets, drives, sidewalks, pipes, wires, conduits, and other facilities serving the project, and in general such common area and facilities shall consist of all the land and improvements and appurtenances of every type thereon excepting said apartment unit spaces which are to be individually and separately conveyed and owned.

**Section 3.** "Declarant" shall mean and refer to E. Ben West, Jr., and Doris O. West, their successors and assigns if such successors or assigns should acquire more than one developed unit from the Declarant for the purpose of development.

**Section 4.** "Mortgage" shall mean and include a deed as well as a mortgage in the conventional sense.

**Section 5.** "Mortgagee" shall mean and include a beneficiary under or holder of a deed as well as a mortgage.

**Section 6.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 7.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 8.** "Unit" shall mean and refer to individual air space which is contained within the perimeter walls, floors, ceilings, windows and doors of each unit as shown on the condominium map to be filed for the record together with fixtures and improvements thereon contained, but not including any structural components of the building, if any located within the unit.

## ARTICLE II

### HOMEROWNERS ASSOCIATION

**Section 1. Membership and Voting Rights.** There shall be created a Westwood Village Condominium Association comprised of the Owners of each condominium unit within the Westwood Village Condominiums. Every Owner of a condominium, which is subject to assessment, shall be a member of the association. Membership shall be appurtenant to and may not be separate from ownership of any condominium which is subject to assessment.

**Section 2. Classes of Membership.** Westwood Village Condominium Association shall have one (1) class of voting membership which shall consist of all Owners. Each Owner shall be entitled to one vote for each condominium unit owned. When more than one person owns an interest in any condominium, all such persons shall be members. The vote for such condominium shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any condominium unit.

**Section 3. Annual Meeting.** An annual meeting of the unit Owners shall be held during the month of February of each year. At such meeting the unit owners shall elect Board members to fill vacancies or to succeed retiring Board members and shall also transact such other business of the condominium as may properly come before the meeting.

**Section 4. Place of Meetings.** Meetings of unit owners shall be held at the principal office of the condominium or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

**Section 5. Special Meetings.** It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by not less than 25% of unit owners, one signature per unit. Notice of any special meetings shall state the time and place of such meeting and the purpose thereof. No business shall be transacted as a special meeting, except as stated in the notice.

**Section 6. Notice of Meetings.** It shall be duty of the Secretary to give notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held, to each unit owner of record, at the address of such unit owner at the property or such other address as unit owner shall have designated by notice in writing to the Secretary at least ten (10) days prior to the giving of such notice of meeting by the Secretary. Giving of a notice in the manner provided by these bylaws shall be considered notice properly served. Meetings may be held upon waiver of notice by the interested parties. *Note: this paragraph needs cleaned up.*

**Section 7. Title to Units.** Title to units may be taken in name of an individual, in the names of two or more persons, as tenants in common, joint tenants, or tenants by the entirety, the name of a corporation, partnership, association, trustee or other legal entity.

**Section 8. Majority of Unit Owners.** Except as may otherwise be provided by law, in these bylaws the term "majority of unit owners" shall mean those unit owners having 51% of the total authorized votes of all unit owners present in person or in proxy, voting at any meeting of the unit owners.

**Section 9. Quorum.** Except as otherwise provided in these bylaws, the presence in person or by proxy of unit owners having more than 50% of the total authorized votes shall constitute a quorum at all meetings of the unit owners.

**Section 10. Majority Vote.** The “majority of unit owners” present in person at any meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes, except where otherwise provided by law, or these bylaws.

### **ARTICLE III**

#### **BOARD OF DIRECTORS**

**Section 1. Number, Term and Qualification.** The affairs of the Westwood Village Condominium Association shall be governed by the Board of Directors which shall consist of 4 persons. Each member of the Board of Directors shall also serve as an officer of the Association and shall be elected for a two (2) year term. Beginning at the annual meeting to be held in February 1995, the unit owners shall elect two members to the Board of Directors to serve as Vice President and Secretary. Two members shall be elected to the Board of Directors to serve as President and Treasurer at the annual meeting to be held in February 1996. Thereafter, the term of two Directors shall expire annually. There shall be no limit on the number of successive terms a Director may serve on the Board of Directors if elected as herein provided. No Director shall continue to serve on the Board after he/she ceases to be unit owner or an interested party in a unit owner. Each member of the Board of Directors shall be elected by the majority of unit owners present.

### **ARTICLE IV**

#### **POWERS AND DUTIES OF BOARD OF DIRECTORS**

**Section 1.** All of the powers and duties of the West Village Condominium Association existing under the Apartment Ownership Act, and these Bylaws, shall be exercised exclusively by a majority of the Board of Directors, subject only to approval by unit owners when such is specifically required. Any action by the Board of Directors shall be by a majority of the Board. Such powers and duties of the Directors shall include but shall not be limited, the following, subject, however to the provisions of these bylaws:

- (1) To make and collect assessment against members to defray costs and expenses of the Association.
- (2) To use the proceeds of assessments in the exercise of its powers and duties.
- (3) The maintenance, repair, replacement and operation of Association property.
- (4) The purchase of insurance upon the condominiums and insurance for the protection of the Association and its members; Obtaining and reviewing insurance for the property, if necessary; and adjusting and settling claims under insurance policies.
- (5) The reconstruction of improvements after casualty and the further improvement of property.
- (6) To make and amend reasonable regulations respecting the use of the property in the Association.
- (7) To enforce by legal means the provisions of the Apartment Ownership Act, the Bylaws and their regulations for the use of the property in the Association.

- (8) To contract for management of, and to delegate all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or the membership of the Association.
- (9) To employ personnel to perform the services required for proper operation of the Association properties.
- (10) Maintaining of bank accounts on behalf of the Association and designating signatories required therefore.
- (11) Purchasing, leasing, or otherwise acquiring in the name of the Board of Directors or its designee on behalf of all unit owners, units offered for sale or lease as surrendered to the Board of Directors by their owners.
- (12) Purchasing units at foreclosure or other judicial sales if approved by 66 2/3% of the unit owners.
- (13) Selling, leasing, mortgaging, or otherwise dealing with units acquired by and subleasing units leased by the Board of Directors or its designee on behalf of all unit owners.
- (14) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the common elements, provided the consent of **at least** 66 2/3% in number and in common interest of all unit owners, shall be required for borrowing in excess of \$5,000.00.

Directors shall exercise these powers as fiduciaries of the Owners. Members of the Board of Directors shall not be liable to unit owners for any mistake of judgment, negligence or otherwise, except for their own individual willfulness, or act of bad faith. The unit owners, including those who are members of the Board of Directors, in proportion to the respective interest in the common element, shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others rising out of contracts made by the Board of Directors on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the law, or these bylaws.

## **ARTICLE V**

### **OFFICERS**

**Section 1. Designation.** The principal officers of the Association shall be the President, Vice President, the Secretary, and the Treasurer, all of whom shall be on the Board of Directors.

**Section 2. Election of Officers.** The officers of the Association shall be elected annually by the Board of directors as the organizational meeting of each new Board of Directors and until their successors are elected. *Change to read "The officers of the Association shall be elected annually by the unit owners at the organization meeting of each new Board of Directors and until their successors are elected." Or delete this. Duplicates Article III, Section 1.*

**Section 3. Removal of Officers.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors.

**Section 4. President.** The president shall be the chief executive officer of the Association. He/she shall preside at all meetings of the unit owners and of the Board of Directors. He/she shall

have all of the general powers and duties which incident to the office of the President of a stock corporation organized under the corporation laws of the State of Kansas.

**Section 5. Vice-President.** Vice-President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President or Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in place of the President on an interim basis. The Vice-President shall also perform such other duties , as shall from time to time be imposed upon him/her by the Board of Directors.

**Section 6. Secretary.** The Secretary shall: (1) Keep the minutes of all meetings of the unit owners and of the Board of Directors; (2) have charge of such books and papers as the Board of Directors may direct and (3) perform all other duties incidental to the office of the Secretary of a stock corporation organized under the corporation laws of the State of Kansas.

**Section 7. Treasurer.** The Treasurer shall be responsible for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all required financial data. He/she shall be responsible for the deposit of all funds and other securities in the name of the Board of Directors or the managing agent in such depositories as may, from time to time, be designated by the Board of Directors.

**Section 8. Execution of Documentations.** All agreements, contracts, deeds, leases, and other instruments of the Association, shall be executed by any two Board of Director members. All checks drawn on an account maintained by and for the Association must by signed by the Treasurer or Vice-President. Any checks over \$500 shall be approved by a member of the Board of Directors other than the member who is signing the check. Approval shall be evidenced by the initials of the approving Board member on the bill or statement being paid.

**Section 9. Compensation to Officers.** No officers shall receive any compensation from the Association for acting as such compensation is approved by a majority of the Owners.

## **ARTICLE VI**

### **PROPERTY RIGHTS**

**Section 1. Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area, including ingress and egress to and with the title to every unit, subject to the following provisions:

- (1) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (2) The right of the Association to suspend the voting right and right to use of the recreational facilities by an Owner for any period during which any assessment against his/her unit remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;
- (3) The right of the Association to dedicate or transfer all or any part of the Common Arrea to any public agency, authority, or utility for such purposes and subject to such conditions as may agreed to be the members. No such dedication or transfer shall be

effective unless an instrument signed by two-thirds of the Owners agreeing to such dedication or transfer has been recorded, provided, however, no such dedication shall impair the ingress and egress to any individual unit.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, tenant, or contract purchasers who reside on the property.

**Section 3. Association Easements for Maintenance and Repair.** The Association shall have an easement across every unit within the Tract Set forth in the recitals hereto for the limited purpose of maintaining, repairing, painting, or otherwise maintaining the exterior walls and roofs of the living units and garages (excepting the window panes), for watering planting, cutting, removing and otherwise caring for the landscaping up to the exterior walls of the living units; for cleaning, repairing, replacing, and otherwise maintaining or causing to be maintained service in underground utility lines owned by the Owners of various units and for the entry into an improvement constructed upon a unit for admittance of such authorized persons as are reasonably necessary in the event of an emergency.

**Section 4. Utility Maintenance and Repair of Easements.** Whenever sanitary sewer house connections or water house connections or electricity, gas or telephone, television lines or draining facilities are installed within the properties, which connections, lines or facilities, or any portion of thereof, lie in or upon units owned by other than the Owner of the unit served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the units or to have utility companies enter upon, the units within the properties in or upon which said connections, line or facilities, or any portion thereof, lie, to repair and generally maintain said connections as and when the same may be necessary as set forth below. *(needs to be redone)*

- (1) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone lines or drainage facilities are installed within the properties, which connections serve more than one unit, the Owner of each Unit served by said connections, shall be to the full use and enjoyment of such portions of said connections as service of his/her unit.
- (2) All utility companies having easements on the property covered by this declaration shall have easements for cleaning, repairing, replacing and otherwise maintaining or causing to be maintained service in all underground utility lines, including, when reasonably necessary, the entry into an improvement constructed upon a unit for uncovering any such lines, provided, however, that such utility company shall be obligated to restore the improvement to substantially *(substantiate)* its former condition.

## **ARTICLE VII**

### **MAINTENANCE AND ASSESSMENT**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any condominium by acceptance of a deed therefore, hereby covenants and agrees to pay to the Association, whether or not it shall be so expressed in such deed: (1) annual assessments or charges; (2) special assessments against all Owners; (3) special assessments levied against individual condominium owners to reimburse the Association for extra costs for maintenance and repairs caused by willful negligent acts of the individual Owner and not caused by ordinary wear and tear, such assessments to be established and collected as hereinafter provided. The annual, special, capital and special individual assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in the title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Condominiums and for the improvement and maintenance of the Common Area, and of the units situated thereon. The assessments shall be levied in such amounts so to include an adequate reserve fund for maintenance, repairs and replacements.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first condominium to an Owner, the maximum annual assessment per Unit shall be THREE HUNDRED SIXTY DOLLARS (\$360.00) plus annual proration of insurance premiums.

- (1) From and after January 1 of the year immediately following the conveyance of the first condominium unit to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership, except appropriate increases may be made without such limitation to take into account for raises in insurance premiums paid by the Association, or for damages not covered by insurance.
- (2) From and after January 1 of the year immediately following the conveyance of the first condominium to an Owner, the maximum annual assessment maybe increased more than 10% above such previous year by a vote of 51% of the members. Increases in assessments if made necessary by increased insurance premiums paid by the Association may be made by the Board of Directors without necessity of such vote for damage not covered by insurance.

**Section 4. 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 for the purse of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

**Section 5. Notice for any Action Authorized Under Section 3 and 4.** Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of each shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite fifty one percent (51%) of the members, members were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 15 days from the date of such meeting.

**Section 6. Rate of Assessment.** All assessments may be collected on a monthly basis. Both are annual and special assessments must be fixed as a uniform rate for all condominiums. Monthly payments of the assessments shall be due on the first of each month unless otherwise established by the Board of Directors. For a reasonable fee, the Association will furnish a certificate by an officer of the Association setting forth whether the assessments on a specified condominium have been paid.

**Section 7. Effect of Nonpayment of Assessments. Remedies of the Association.** Any assessment not paid within 10 days after the due date shall be subject to a charge of FIVE DOLLARS (\$5.00). An additional late fee of FIVE DOLLARS (\$5.00) shall apply for each month an assessment remains unpaid. All payments of assessments shall be applied to outstanding assessments due in the order they became due, payments being applied first to the earliest outstanding assessments. In addition, any assessment not paid within 30 days after the date due, shall bear interest from the due date at the rate of 15% annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her condominium. The provisions of K.S.A. 58-3123 shall also apply to said non-payment. Any mortgagee of a unit shall be entitled to written notification upon request of said mortgagee of any assessments not paid within 60 days of when due.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any condominium unit shall not affect the assessment lien. However, the sale or transfer of any condominium pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such sale or transfer. No sale or transfer shall relieve such condominium from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE VIII**

### **INSURANCE**

The Board of Directors shall have authority to and shall obtain insurance for the entire Association improvements and any other property, the nature of which is a general common element; against loss or damage by fire and such other hazards as may seem necessary. The Board of Directors shall also have authority to and shall obtain public liability insurance. Such insurance coverage shall be written on the property in the name of the Board of Directors of the Homeowners Association, as trustee for each unit owner in the percentages established by the Board of Directors. Premiums for such insurance shall be without prejudice to the right of each unit Owner to insure his or her own unit to the contents thereof for his or her damage to his/her unit up to the amount of the deductible. The damage shall be repaired within a reasonable time by the unit owner or by order of the Board of Directors at the unit owner's expense.

## **ARTICLE IX**

### **ARCHITECTURAL CONTROL**



No building, fence, wall or other structures shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by the Board of Directors or by an architectural committee composed of three or more representatives appointed by the Board. If said Board, or its designated committee, fails to approve or disapprove such design and location within Thirty (30) Days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE X**

### **USES PROHIBITED AND PERMITTED**

**Section 1. Use of Condominiums.** A condominium shall not be used, nor shall any portion thereof be used for any purpose other than one single family residence. A condominium shall not be occupied by more than two persons who are unrelated by blood, marriage or adoption.

**Section 2. Animals.** No animal of any kind shall be raised, bred, or kept in any Condominium, or in any Common Area, except that dogs, cats, or other household pets may be kept in units subject to approval of the Directors, provided that no animal shall be kept, bred or maintained for any commercial purpose. All pets shall be kept on leashes while on any Common Area. Pet owners shall immediately remove and dispose of all pet droppings from the Common Area.

**Section 3. Garages and Vehicles.** Each Owner shall keep his/her garage in a neat and orderly condition. Garages shall not be used for storing or parking campers, trailers, boats or recreational vehicles, or for any purpose which would prevent the Owner from parking his/her passenger vehicles in the garage. For overnight parking, all residents and guests shall park their vehicles in the garage or in the general parking area.

Except for unloading and unloading, or as permitted by the Association, no vehicles other than passenger vehicles shall be parked or stored in any Common Area or in the streets and driveways; provided, however, that the provisions of this Section shall not apply to vehicles while being used in the construction or repair of any improvements on the Properties or Common Areas.

No vehicles of any type shall be permanently or semi-permanently parked in any garage or on any Common Area for purposes of accomplishing repairs thereto or the reconstruction thereof.

Parking in the Common Area on a regular basis shall not be allowed and violators may be towed at Owner's expense.

**Section 4. Antennas and other Structures.** No antenna, including but not limited to antennas used for amateur radios, television, FM radio or AM radio, solar panel, satellite dish, smokestack, chimney or other structure shall be erected or maintained upon the outside of any building on the Properties without the express written approval of the Board of Directors or its designated committee.

**Section 5. Limitations on Commercial Activities.** No business of any kind whatsoever shall be established, maintained, operated, carried, permitted or conducted on the Properties.

**Section 6. Offensive Activities.** No obnoxious or offensive activity shall be carried on, nor shall anything be done or placed thereon which may become a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their property, or in their enjoyment of the Common Areas. Without limiting any of the fore going, no Owner shall permit noise, including but limited to the barding of dogs, emanate from Owner's unit, which would unreasonably disturb another member's quiet enjoyment of his/her unit or of the Common Area.

**Section 7. Trash.** All garbage and trash shall be placed and kept in covered containers. In no event shall containers be maintained so as to be visible for neighboring property. All residents shall put garbage and trash in plastic garbage bags or similar containers before depositing trash or garbage in the dumpster. Corrugated containers and boxes shall be disassembled and broken down to reduce their volume before being placed in the dumpster. No portion of any unit shall be used for the storage of building materials or other materials other than in connection with approved construction and on a temporary basis.

**Section 8. Clotheslines.** No outside clothesline or other outside clothes drying or airing facilities shall be maintained on any units.

**Section 9. Mailboxes.** All mailboxes shall be in compliance with local postal regulations.

**Section 10. Signs.** No sign of any kind shall be displayed to the public view or from any condominium or any Common Area without the approval of the Board of Directors. A single "For Sale" or "For Rent" sign may be displayed on or near a unit that is for sale or for rent, provided that such sign be of reasonable dimension and be displayed for no longer than reasonably necessary.

**Section 11. Sports Fixtures.** No basketball standards or fixed sports apparatus shall be attached to any dwelling unit or garage or be erected on any condominium.

**Section 12. No Exterior Maintenance by Owners.** There shall be no exterior painting of dwelling units or patio or rear walls by or on behalf of the Owners thereof, or any person holding there under, no repair or replacing of original roofs by said persons, nor any landscaping outside the fenced patio area by said persons, it being the intention hereunder that such items be maintained and replaced by said Association in conjunction with Its maintenance of Common Areas in order to preserve the external harmony of the Properties, as provided in Article IX hereof.

**Section 13. No Structural Changes by Owner.** Owner shall not make any structural changes or any exterior improvements on his/her Condominium without the prior written approval of the Board of Directors of the Association or Architectural Committee.

**Section 14. Common Areas.** No improvement, excavation or work which in any alters any Common Areas from its natural or existing state on the date such Common Area is conveyed by Declarant to the Association shall be made or done except upon strict compliance with, and within the restrictions and limitations of, the following provisions of this section:

- (1) No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall

destroy or remove any three, shrub or other vegetation upon Common Area after construction is completed.

- (2) The Association may at any time, and from time to time:
- a. Reconstruct, replace or refinish any improvement or portion thereof upon Common Area in accordance with the original design, finish or standard reconstruction of such conveyed by Declarant to the Association and which was approved by the governmental entity having jurisdiction;
  - b. Construct, reconstruct, replace or refinish any road improvement or surface upon any portion of Common Area designated on a subdivision map as a private road or parking area;
  - c. Replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Area;
  - d. Place and maintain upon Common Area such signs as the Association may deem necessary for the identification of the developaent and roads, the regulation of traffic, including parking, the regulation and use of the Common Area and for the health, welfare and safety of Owners and guests. Any such signs to be placed within the streets area shall be subject to city approval;
  - e. Only with a two-thirds affirmative vote of all the Owners can major changes to the Common Area be undertaken. These improvements must first be approved by the Board of Directors or Architectural Committee.

**Section 15. Insurance Hazards Created by Owner.** Nothing shall be done or kept on any unit or in any Common Area which will increase the reate of insurance on any Common Area without the approval of the Association. No Owner shall permit anything to be done or kept on any unit or in any Common Area which will result in the cancellation of insurance on any Common Area or which would be violation of any law.

**Section 16. Outside Colors.** In order to maintain external harmony of the properties, the Association shall select the colors of exterior walls by a vote of the majority of unit owners.

## **ARTICLE XI**

### **MAINTENANCE, PROPERTY TAXES, ASSESSMENTS AND INSURANCE**

**Section 1. Exterior Maintenance of Dwelling Units.** The Association shall provide maintenance upon the Common Area, including the exterior maintenance upon each Condominium which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, patios, fences, exterior building surfaces, and other original exterior improvements. Such exterior maintenance shall not include glass surfaces.

If the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Condominium is subject.

**Section 2. Common Area Maintenance.** The Association shall maintain, or provide for the maintenance of all Common Areas and all improvements of whatever kind and for whatever purposes, including recreational facilities located thereon, in good order and repair, and shall likewise maintain or provide for the maintenance of utility laterals, fences, and the interior and exterior or the recreation building, and all of the utility buildings. In addition to the above described building maintenance, the Association shall provide all necessary landscaping and gardening to generally maintain and periodically replace when necessary the trees, shrubs, vines,

plants, hedges, ground cover, grass and vegetation originally placed on the Properties by Declarant, and the Association shall maintain the same in a neat and attractive manner. The Association will manage and maintain the common use of open space and facilities.

The Association maintaining the common lands and facilities shall not be dissolved or permitted to dispose of any of the common lands and facilities without first offering to dedicate the same to the City or some other government agency; and that:

The association maintaining the common areas and facilities shall provide care and management to prevent the loss of taxable value and avoid the creation of a public nuisance within the district. In the event of failure of that Association to fulfill its duties, the City shall have the right to serve notice on the Association demanding that specified deficiencies be remedied within a specified time limit and failure of the Association to act upon the matters as specified, the City shall have the right to enter upon the property and repair the specified deficiencies; the cost of same being assessed against the properties within the district and becoming a tax lien on those properties.

**Section 3. Property Taxes and Assessments.** To the extent not assessed to or paid directly by the Owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of Common Area or other property owned by the Association.

**Section 4. Insurance.** The Association shall have the power and the obligation to insure and to keep insured all buildings, improvements and fixtures of the Common Area against loss or damage by fire for the full insurable replacement cost thereof; and it may obtain insurance against such other hazards hereto as it may deem desirable. The Association may also insure any property whether real or personal, owned by the Association, against loss or damage by fire and other hazards as the Association may seem desirable, with the Association as the owner and beneficiary of such insurance. Premiums for all of the foregoing insurance proceeds shall be used by the Board for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as hereinafter provided. No provision of this Article shall be considered construed so as to give a unit owner a prior right to insurance proceeds over a mortgagee of such unit.

The Association shall have the power to and shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and Worker's Compensation Insurance and other liability insurance as it may deem desirable, insuring each Condominium Owner and the Association, Board of Directors and Managing Agent, if any from liability in connection with each Common Area, the premiums for which are common expenses included in the assessments and charges made against the Owners.

**Section 5. Owner's Responsibility to Repair.** Other than items for which the Association has the responsibility as specified in Section 11 of this Article, each Owner shall be responsible for the maintenance and repair of his/her unit and garage, including without limitation, the glass doors, windows and screens, the interior and the plumbing, electrical and heating and air conditioning systems servicing his/her unit and located within the Condominium. Owner is responsible for his/her air conditioning unit which is located outside the Condominium.

## **ARTICLE XII**

### **POWERS AND AUTHORITY OF THE ASSOCIATION**

The Association shall have all of the powers set forth in the Articles generally to do any and all things that a corporation organized under the laws of Kansas may lawfully do in operating for the benefit of its members, subject only to the limitations upon the exercise of such powers as are the limitations upon the exercise of such powers as are expressly set forth in the Declaration and these Bylaws, and to do any and all lawful things which may be authorized, required, or permitted to be done by the Association under and by virtue of the Bylaws and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the Owners and their guests. Without in any way limiting the generality of the foregoing:

The Association shall have the power and authority at any time, and from time to time, without liability to any Owner, to enter upon any Condominium and the exterior of any Dwelling Unit, deck or wall subject to these Restrictions for the purpose of enforcing any and all of the provisions of these Restrictions and for the purpose of maintaining and repairing any such area. The Association shall also have the power and authority from time to time, in its own name, on its own behalf or on behalf of the Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threaten breach of the Bylaws and to enforce, by mandatory injunction or otherwise all of the provisions of the Bylaws.

### **ARTICLE XIII**

#### **MORTGAGE PROTECTION**

The liens created under Article VII hereof upon any Condominium shall be subject to and subordinate to, and shall not affect the rights of the Mortgagee under any recorded first Mortgage upon such Condominium made in good faith and for value, provided that after the foreclosure of any such Mortgage the amount of all regular assessments, and all special assessments to the extent they relate to expenses incurred after such foreclosure, assesses hereunder to the purchaser at such foreclosure sale, shall become a lien upon such condominium upon recordation of a notice thereof with the Riley County Register of Deeds.

No amendment to these Bylaws shall affect the rights of any Mortgage who does not join in the execution thereof, provided that prior to recordation of such amendment his Mortgage is recorded.

By subordination agreement executed by the Association, the benefits of this Article may be extended to Mortgagees not otherwise entitled thereto.

No breach of any of the foregoing Bylaws shall cause any forfeiture of title or reversion, or bestow any rights of reentry whatsoever, but, violation of any one or more of these Bylaws may be enjoined or abated by the Association through action of any court of competent jurisdiction, and damages may also be awarded against such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of said property, or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

### **ARTICLE XIV**

#### **RIGHTS OF ACCESS**

A unit owner shall grant a right to access to his/her unit to the Board of Directors, the managing Agent, the Manager, Superintendent and/or any other person authorized by the Board of Directors, for the purpose of making inspections, or for the purpose of removing violations noted or issued by any governmental authority against the Common Elements, the Limited Common Elements, or any other part of the property, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or to other portions of the Common Elements within his/her unit or elsewhere in the building or for the purpose of reading, maintaining or replacing utility meters relating to the Common Elements or residential Limited Common Elements, his/her unit or any other unit in the building or to correct any condition which violates the provisions of any mortgage covering any other unit, provided that the request for such entry must be made not less than one day in advance and that any such right shall be exercised in such a manner as will not reasonably interfere with the normal conduct of business by the tenants and occupants of the other units. In case of emergency, such right of entry shall be immediate without advanced notice whether or not the unit owner is present.

## **ARTICLE XV**

### **AMENDMENTS TO BYLAWS**

These Bylaws may be amended at any regular or special meeting of the Association by a vote of two-thirds (2/3) of the unit owners and field of record as provided in the Declaration. Copies of the proposed amendment(s) shall be furnished by the Board of Directors to the Owners not less than 10 days before any regular or special meeting at which the Owners will vote on the proposed amendment(s).

## **ARTICLE XVI**

### **RULES AND REGULATIONS**

Section 1. Automobiles may be parked only in the areas provided for that use. No boats or trailers or disabled vehicles may be parked in the areas reserved for the parking of automobiles.

Section 2. Use of the recreational facilities of the common area and facilities will be in such manner as to respect the rights of other Owners. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general such use will be prohibited between the hours of 11:00 P.M. and 8:00 A.M.

## **ARTICLE XVII**

### **WATER, GAS AND ELECTRICITY**

Water shall be supplied to all of the units through one or more building meters and unless residential Owners are billed directly by the City of Manhattan, the Board of Directors shall pay as residential common expenses all charges, together with all related sewer rents arising therefrom promptly after the bills for same shall have been rendered. In the event of a proposed sale of residential unit by the Owner thereof, the Board of Directors on request of the selling unit owner shall execute and deliver to purchaser of such residential unit or to the purchaser's title insurance company a letter agreeing to pay all the charges for water and sewer rents affecting the residential unit as of the date of closing of title to such residential unit promptly after such charges have been billed by the City of Manhattan.

Electricity shall be supplied by Kansas Power and Light Company directly to each unit through separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his/her unit directly to the utility company. The cost of electricity for the Limited Common Elements as measured by one or more building meters will be born by the residential unit owners as common expenses and will be included in common charges, therefore.

Gas Heating of the residential units shall be supplied by Kansas Power and Light Company through individual meters and shall be paid individually by the unit owners.

## **ARTICLE XVIII**

### **SELLING, LEASING AND MORTGAGING OF UNITS**

**Section 1. Selling and Leasing.** Any deed to an outside offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Bylaws and the rules shall provide the purchaser with a copy of the Bylaws and request the new Owner to sign an agreement to abide by the Bylaws and return the signed agreement to the Board of Directors.

Any lease executed in connection with the acceptance of any outside offer to lease a residential unit shall be consistent with these Bylaws and shall provide that it may not be assigned without prior consent in writing of the Board of Directors, that the tenant shall not assign his/her interest in such lease or sublet the demised premises or any part thereof without prior consent in writing of the Board of Directors and that the Board of Directors shall have the power to terminate such lease and/or bring summary proceedings to evict the tenant in the name of the Landlord thereunder in the event of a default by the tenant in the performance of its obligations under such lease. Renters must agree to abide by the Bylaws and sign and return to the Board of Directors, acceptance of the Bylaw regulations.

Any purported sale or lease of a residential unit in violation of this Section shall be voidable at the election of the Board of Directors and if the Board of Directors shall so elect, the unit owner shall be deemed to have authorized and empowered the Board of Directors to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing) in the name of the unit owner as the purported Landlord.

- No provisions of this Section shall be construed as to impair any mortgagee's right to:
- (a) foreclose its mortgage;
  - (b) accept a deed from the unit owner in lieu of foreclosure;
  - (c) sell or lease a unit acquired by the mortgagee.

Subject to written approval of the Board of Directors, units may be rented or leased to an individual or a family for a period not to exceed one (1) year in duration, although renewable for a

period not to exceed one (1) year shall be allowable, also subject to the approval of the Board of Directors.

**Section 2. No Severance of Ownership.** No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his/her unit without including therein the appurtenant interests, it being the intention to prevent any severance of such combined ownership. No part of the appurtenant interest of any unit may be sold, conveyed or otherwise disposed of except as part of a sale, conveyance or other disposition of the unit to which such interests are appurtenant or as a part of sale, conveyance or other disposition of such part of the appurtenant interests of all units.

**Section 3. Conveyance by Unit Owner; Restrictions.** Any unit owner shall be free to convey or transfer his/her unit by gift, to devise his/her unit by Will, or to have his/her unit passed by intestacy without restriction; provided however, that such succeeding unit owner shall be bound by, and his/her unit subject to the provisions of this Article.

**Section 4. Payment of Assessments.** No unit owner shall be permitted to convey, mortgage, pledge, hypothecate or lease his/her unit unless and until he/she shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his/her unit and until he/she shall have satisfied all unpaid liens against such unit except permitted mortgages.

**Section 5. Mortgage of Unit Subject to the Proceeding Section 4.** Each unit owner shall have the right to mortgage his/her unit without restriction; provided, however, that he/she complies with the provisions of Kansas law concerning execution of said mortgage.

## **Article XIX**

**Section 1. Use of Recreational Facilities.** The Association shall have the right to limit the number of an Owner's guests who are using the recreational facilities.

**Section 2. Financing Improvements of the Common Areas and Facilities.** The Association shall have the right, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities, and the incidentals thereto with the approval of two-thirds of the Owners to mortgage said Common Areas and facilities, and the right of such mortgage in said Common Areas and facilities shall be subordinate to the right of the Owners hereunder.

**Section 3. Mergers and Consolidation.** To the extent permitted by law, the Association may participate in the mergers and consolidations with other nonprofit organizations organized for the same purposes as this Association, provided that any such merger or consolidation shall have written consent of all of the members or the assent by vote of two-thirds of members voting in person at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance.

**Section 4. Severability of Membership and the Association from Ownership of a Lot.** No purchaser or Owner of any condominium unit shall convey his/her interest in any such unit without simultaneously conveying his/her interest in the Association and no member of the Association shall convey transfer, sell, assign or otherwise dispose of his/her membership rights in the



Association without at the same time conveying, selling and transferring his/her interest in the unit to which his membership is attached. , and the membership shall be transferred only to a new Owner or purchaser of the unit to which membership is attached. Further, a tenant of an Owner shall not be a member of the Association, but the tenant or tenants of the Owner shall have the right to use, and access to , the facilities owned by the Association.

Approved and accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by two-thirds (2/3) of the unit Owners at a Special Meeting of the Association.

BOARD OF DIRECTORS OF WESTWOOD VILLAGE  
CONDOMINIUM ASSOCIATION

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