

FIRST ADDENDUM TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE REFLECTION RIDGE MASTER HOMEOWNERS ASSOCIATION

This First Addendum to Declaration of Covenants, Conditions and Restrictions of The Reflection Ridge Master Homeowners Association is made effective this 15th day of June, 1998, by the Board of Directors of the Master Homeowners Association ("Association").

WITNESSETH: That

WHEREAS, the original Declarations of Covenants, Conditions and Restrictions filed of record and adopted by the various Reflection Ridge Additions prohibited the installation of digital satellite receiving antennas;

WHEREAS, the Board of Directors of the Master Homeowners Association adopted a resolution and presented it to the members of the Association for their approval or disapproval;

WHEREAS, the necessary majority of homeowners voted to approve the resolution;

NOW, THEREFORE, the Board of Directors of the Master Homeowners Association hereby amend Section 6.03 of the Declaration of Covenants, Conditions and Restrictions of Reflection Ridge One and Three, Reflection Ridge Morning Dew Addition, Reflection Ridge Lake Ridge Estates Addition, Reflection Ridge Fourth Addition "The Meadows," Reflection Ridge Fifth Addition "Garden Ridge," Reflection Ridge Sixth Addition "Lakewood Estates," Reflection Ridge Seventh Addition and Reflection Ridge Eighth Addition "Quail Meadows," and Reflection Ridge Ninth Addition, by adding the following language to the end of Section 6.03:

"... provided, however, the foregoing shall not apply to digital satellite receiving antennas having a diameter of less than 24", if the proposed location of the same shall have first been approved by the Design Committee as required by the provisions of Section 5.01."

REFLECTION RIDGE

Notice of Building Restrictions and
Right to Repurchase

THE UNDERSIGNED, developer of that certain real property commonly described as "Reflection Ridge" and located in Wichita, Sedgwick County, Kansas, does hereby declare that those certain building lots set out and described on Exhibit "A" attached hereto and made a part hereof, are subject to, among other covenants, conditions and restrictions, the following:

MICROFILMED
OF RECORD

1. Lot purchase Contracts for said lots contain, among other provisions, certain provisions regarding the owner's duty to build; the developer's right to repurchase; and requirement of the owner to utilize an approved builder, in substantially the following form:

Duty to Build/Right to Repurchase. Buyer understands that the lot is included within the "Builders' Program" of Reflection Ridge and understands and agrees that Buyer must, within eighteen (18) months of the date of closing, start construction of a residence on the lot with an approved Builder in the Reflection Ridge Builders' Program. Failure to start construction within said eighteen (18) month period shall entitle Seller to exercise the following option.

Buyer hereby grants to Seller an option to repurchase the lot at any time during the five (5) year period following the expiration of eighteen (18) months from the date of closing for a repurchase price equal to one hundred percent (100%) of the purchase price shown herein; provided, that this option shall lapse and terminate if Buyer commences and diligently continues construction of a residence on the lot prior to the exercise of this option by Seller. It is agreed that the provisions of this paragraph, and the obligations of Buyer contained herein shall survive the closing and delivery of the deed provided for in this Contract and shall be binding upon Buyer's successors and assigns. Seller shall have the right to include this right to repurchase in the deed of conveyance.

Buyer acknowledges that the Approved Builders in Reflection Ridge Development pay a Marketing Fee for homes they build in the Reflection Ridge development.

2. Regardless of the time a residence is constructed on any lot, the builder thereof must be an "Approved Builder" in the "Builders' Program" in Reflection Ridge and must have executed a written builder's agreement with the undersigned wherein such approval is granted which agreement shall contain, among other things, a provision providing for the Builder to pay a Marketing Fee to the undersigned for any home built in the Reflection Ridge development.

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3. The foregoing shall apply to all of the lots described in Exhibit "A" whether initially acquired from the undersigned or an individual owner of such lot and no director, officer, employee or agent of the undersigned has any authority to waive or modify the foregoing requirements.

4. The foregoing shall be deemed covenants running with the land and shall be binding on the initial purchasers of any lot, their heirs, personal representatives, successors and assigns.

This Notice executed as of this 3rd day of March, 1994.

STATE OF KANSAS }
SEDGWICK COUNTY } SS
FILED FOR RECORD AT
4:30 P M
Mar 494 1364019

REFLECTION RIDGE, INC.

Marvin Schellenberg
BY Marvin Schellenberg

PAT KETTLER
REGISTERED DEEDS

ACKNOWLEDGMENT

STATE OF KANSAS }
SEDGWICK COUNTY } ss.

Ed Reed
Deputy

BE IT REMEMBERED, that on this 3rd day of March, 1994, before me, a Notary Public within and for the County and State aforesaid, came Marvin Schellenberg as Vice President of Reflection Ridge, Inc., a Kansas corporation, who is personally known to me and known to me to be the same person who executed the foregoing Notice of Building Restrictions and Right to Repurchase as _____ and said person duly acknowledged to me _____ execution of the same as and for _____ free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at Wichita, Kansas, the 3rd day, month, and year last above written.

Connie S. Johnston
Notary Public

My Appointment Expires: 7/18/97

July 18, 1997



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EXHIBIT "A"

For lots legally described as:

Lot 22, Block 1, Reflection Ridge 4th, an Addition to Wichita, Sedgwick County, Kansas;

Lots 28, 29, and 30, Block 1, Reflection Ridge 6th, an Addition to Wichita, Sedgwick County, Kansas;

Lots 3, 4, 5, 6, 7, 12, 13, 14, 18, and 20, Block 2, Reflection Ridge 6th, and Addition to Wichita, Sedgwick County, Kansas;

Lots 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28, Block 1, Reflection Ridge 7th, an Addition to Wichita, Sedgwick County, Kansas;

Lots 15, Block 2, Reflection Ridge 7th, an Addition to Wichita, Sedgwick County, Kansas;

Lots 1, 3, 4, 22, 23, 25, 26, 27, 30, and 31, Block 3, Reflection Ridge 7th, an Addition to Wichita, Sedgwick County, Kansas;

Lots 18, 19, and 20, Block 4, Reflection Ridge 7th, an Addition to Wichita, Sedgwick County, Kansas;

Lot 1, Block 5, Reflection Ridge 7th, an Addition to Wichita, Sedgwick County, Kansas;

Lots 40, 42, 44, 45, 46, 47, 48, 50, 51, 52, 53, 54, 55, 56, 58, 59, 63, 65, 66, 67, and 70, Block 1, Reflection Ridge 8th, an Addition to Wichita, Sedgwick County, Kansas.

SECOND ADDENDUM TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE REFLECTION RIDGE MASTER HOMEOWNERS ASSOCIATION

This Second Addendum to Declaration of Covenants, Conditions and Restrictions of The Reflection Ridge Master Homeowners Association is made effective this 29 day of ~~August~~^{September}, 2000, by the Board of Directors of the Master Homeowners Association ("Association").

WITNESSETH: That

WHEREAS, the original Declarations of Covenants, Conditions and Restrictions filed of record and adopted by the various Reflection Ridge Additions, provide for General Covenants and Restrictions in Article 6 have been ignored by some Members, and the Board of Directors, having received numerous complaints from affected Members drafted a procedure to impose and collect fines. Under the Declaration of Reflection Ridge One Addition, Article 7, titled "Enforcement", the Board of Directors, the Association, Declarant or any Owner has the right to enforce, by and proceeding at law or in equity, all restrictions conditions, covenants, reservations, liens, and charges now or later imposed by the provisions of the Declarations. ~~Failure by the Association, Declarant, or by any Owner to enforce any covenant or restriction contained in the Declarations shall in no event be deemed a waiver of the right to do so thereafter.~~ The Association shall have the right to included in their claim for relief a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing the Association's rights.

WHEREAS, the Board of Directors of the Master Homeowners Association adopted the resolution and presented it to the members of the Association for their approval or disapproval;

WHEREAS, the necessary majority of Members voted to approve the resolution;

NOW, THEREFORE, the Board of Directors of the Master Homeowners Association hereby amend Article 7 of the Declaration of Covenants, Conditions and Restrictions of Reflection Ridge One and Three, Reflection Ridge Morning Dew Addition, Reflection Ridge Lake Ridge Estates Addition, Reflection Ridge Fourth Addition "The Meadows," Reflection Ridge Fifth Addition "Garden Ridge," Reflection Ridge Sixth Addition "Lakewood Estates," Reflection Ridge Seventh Addition and Reflection Ridge Eighth Addition "Quail Meadows," and Reflection Ridge Ninth Addition, by adding the new Section 7.01, to wit:

Section 7.01. Fines for Violations. Pursuant to the right to enforce the General Covenants and Restrictions the Association has adopted the following procedures for imposing fines for violations of the General Covenants and Restrictions.

- a. The President of the Master Homeowners Association is designated to receive all complaints alleging violations of the General Covenants and Restrictions. All such complaints must be in writing and signed by the person making the complaint. Any Member, including members of the Board may make a complaint.
- b. Upon receiving a written complaint the President shall cause the complaint to be investigated by a committee of any two Members designated by the President and the committee may include members of the Board. The investigation must be completed within five (5) days of receipt of the complaint and shall require no more than one attempt to personally contact the offending party in an effort to resolve the complaint.
- c. If the complaint cannot be resolved by personal contact the President shall call a meeting of the Board. At this meeting the investigation of the committee shall be presented to the Board and if a majority of the Board present agrees that a violation has occurred or continues to exist then a Notice of Violation shall be immediately delivered to the offending party. The Notice of Violation shall state the details of the violation(s) and give the offending party a period of 10 days to correct the violation(s) or the Member at whose property the violation exists will be subject to fines with out further notice from the Board.
- d. If the Board serves notice of a violation upon an offending party as set forth in Section 7.01(c) then the following procedure shall apply:
 1. If the violation is cured within five (5) days of the delivery of the Notice of Violation then no further action will be taken by the Board unless the violation occurs again.
 2. If the violation occurs again withing thirty (30) days of the offending party's agreement to cure the violation then the fine(s) as set forth in Section

- 7.01(d)(3) shall be imposed with out further notice to the offending party.
3. If the violation(s) is not cured withing five (5) days of delivery of the Notice of Violation then the President shall cause to be mailed to the offending party a Notice of Fine by Certified Mail to be paid to the Association Treasurer within 15 days. The amount of the fine shall be determined by the Board but shall not exceed Fifty Dollars (\$50.00) per each week that the violation exists until the violation is corrected and the fine paid in full. The fine(s) shall appear on the offending party's quarterly dues statements as an assessment and such fine(s) shall constitute a lien against any lot or lots the offending party may own in Reflection Ridge until paid in full.
- e. The Board or any Member on behalf of the Association is authorize to take legal action to collect the accrued fines or to force the correction of the violation and the costs of such proceedings shall be paid by the offending party including its attorney's fees and any other expenses reasonably incurred in enforcing the Associations rights hereunder. The Association shall have no liability to any Member for legal expenses or fees incurred in pursuing any action on behalf of the Association.
- f. In the event that the Board determines that the actions of the offending party is or may cause permanent harm to the Association or any Member of the Association then the Board may depart from this procedure and seek to enforce the General Covenants and Restriction in a Court of Law and may seek all relief necessary to protect the interests of the Association or its Members.
- g. Nothing herein shall act to prevent any Member from enforcing the Covenants or Restrictions pursuant to Article 7 of this Declaration.

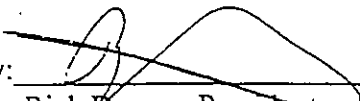
IN WITNESS WHEREOF, the Board of Directors of the Master Homeowners Association have executed this Second Addendum to Declaration of Covenants, Conditions and Restrictions of The Reflection Ridge Master Homeowners Association effective the date and year first above written.

REFLECTION RIDGE MASTER
HOMEOWNERS ASSOCIATION

By: William C. Bobbitt Jr.
Kevin Keller, President
William C. Bobbitt Jr. President


IN WITNESS WHEREOF, the Board of Directors of the Master Homeowners Association have executed this First Addendum to Declaration of Covenants, Conditions and Restrictions of The Reflection Ridge Master Homeowners Association effective the date and year first above written.

REFLECTION RIDGE MASTER
HOMEOWNERS ASSOCIATION

By: 
Rick Downs, President

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing was acknowledged before me this 28 day of June, 1998, by Rick Downs, President of Reflection Ridge Master Homeowners Association, who acknowledged the execution of the same for self and for said corporation for the uses and purposes therein set forth.


Notary Public

My Appointment Expires: 07-09-02

