

COMPUTER _____
TRACT _____
MORTGAGE _____

Book: 167 Page: 742
Receipt #: 4116
Pages Recorded: 16
Date Recorded: 12/12/2006 4:00:00 PM
Total Fees: \$68.00

HOMEOWNERS ASSOCIATION DECLARATION
OF
KAHOLA



THIS HOMES ASSOCIATION DECLARATION, is made as of this 23rd day of November, 2006, by the undersigned.

WHEREAS, City of Emporia, Kansas, a Kansas municipal corporation ("City"), is the owner of the real property platted as Kahola, located in Morris and Chase Counties, Kansas, said plat recorded on 12/12/06 as Document - in Plat Book A at Page 26 in the Office of the Register of Deeds of Morris County, Kansas; and platted as Kahola, located in Chase County, Kansas, said plat recorded on Dec. 18 as Document 803 in Plat Book One at Page 31 in the Office of the Register of Deeds of Chase County, Kansas;

WHEREAS, the City and Kahola Homeowners Association desire to create and maintain a residential lake neighborhood possessing features of more than ordinary value to the said community; and

NOW, THEREFORE, the City and the Homeowners Association do now and hereby subject all of the land described on the aforesaid Plat to the covenants, charges, dues, and special assessments set forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

DEFINITIONS OF TERMS USED.

The term "District" as used in this Declaration shall mean all of the real property described on the Plat of Lake Kahola as described above (referred to as "Kahola") and such additional lands as may be added to the District as set forth below. The term "Lot", as used herein, shall mean any numbered lot as platted, which may consist of one or more numbered lots or part or parts of one or

more numbered lots, as platted, upon which a residence may be erected in accordance with the "Restrictions" hereinafter defined. The term "Association" shall mean and refer to Kahola Homeowners Association. The term "Common Areas" as used herein shall be deemed to mean any tract, designated as such on said plats, located within the District as it exists from time to time, which tracts shall be owned, managed and maintained by the Association for the use, benefit and enjoyment of the present and future owners of land within the District. The term "Owners" as used herein shall mean those persons or corporations who may from time to time own land within the District. The term "Restrictions" as used herein shall specifically include those contained in the "Declaration of Restrictions" of Kahola, filed in the Office of the Register of Deeds, Morris County, Kansas, on 12-12-06

SECTION 1. MEMBERSHIP IN ASSOCIATION

The Owners of all of the land hereinabove described, together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an Association, which has heretofore been established and known as the "KAHOLA HOMEOWNERS ASSOCIATION." The Association has been heretofore or will be incorporated under the laws of the State of Kansas as a corporation not for profit. Membership in the Association shall be limited to Owners of land within the boundaries of the District as it exists from time to time, as hereinafter set forth.

SECTION 2. VOTING RIGHTS

The Association shall have two (2) classes of voting membership, as follows:

Class A. Each Owner of a Lot in Kahola shall be a Class A member. Each Class A member shall be entitled to one vote for each Lot owned by him, her or it in fee simple title. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such

Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. The City shall be a Class B member. Class B membership of the City shall continue until the City owns no land in the District (including lands added as set forth below) or until the City relinquishes its Class B membership, whichever first occurs. For purposes of voting requirements herein, the Class B member shall have four (4) votes for each lot owned by the City.

(1) The voting rights of a Class A member shall be suspended for any period during which any dues or special assessment described herein, including interest and fees, remains unpaid.

(2) The Association, upon approval of its Board of Directors, shall have the right to charge reasonable fees and determine the rules and regulations for the use of the Common Areas.

(3) At any regular or special meeting of the Association, members may cast their vote in person or by proxy.

(4) Except as hereinbefore provided, the Association shall be the sole judge of the qualification of its members and of their rights to participate in its meetings and proceedings.

(5) Unless the context clearly indicates to the contrary, decisions by the Association described herein shall require approval of the requisite percentage of Class A and Class B votes combined, and not separate requisite percentages of each Class.

SECTION 3. LAND ENTITLED TO BENEFITS

No land shall be entitled to any of the benefits, improvements or services provided by the Association unless the owner thereof shall have subjected his, her or its land to the terms of this Declaration and to the dues and special assessments herein provided for. For purposes hereof, accepting title to land within the District after the recording of this Declaration shall satisfy the foregoing requirements.

SECTION 4. OTHER LANDS

The Association, at its discretion, may from time to time add to the District such land as now or hereinafter owned or approved for addition by it, provided that the land so added to the District shall at that time be bound by all of the terms of this Declaration and all amendments thereto.

SECTION 5. USE OF COMMON AREAS

The Owners of land within the District shall have the exclusive right to the use of all Common Areas within the District as it from time to time exists.

The Association shall have the right and the power to make reasonable rules and regulations, which may be amended from time to time, which shall govern the use of the Common Areas and implement the terms of this Declaration and the Declaration of Restrictions as the context requires.

SECTION 6. POWERS AND DUTIES OF THE ASSOCIATION

(1) The Association shall have the following powers and duties:

(a) To care for, spray, trim, protect, replace and replant trees, shrubbery, bushes, flowers, grass and sod in the Common Areas set aside for the exclusive use of the Owners in the District.

(b) To provide, operate, maintain, protect and, when necessary, design, construct, reconstruct and replace the dam, spillway and lagoon within the District.

(c) To provide for the maintenance or removal of any gateways, entrances, picnic areas and ornamental features now existing or which may hereafter be erected or created in said District in any road, or on any land set aside for the exclusive use of the Owners in the District; and also to provide for the maintenance of any streams within the District.

