

**TANGLEWOOD ESTATES**

**BYLAWS, COVENANTS, CONDITIONS  
RESTRICTIONS AND DEDICATION  
OF EASEMENTS**

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**BYLAWS  
OF  
TANGLEWOOD ESTATES HOMES ASSOCIATION**

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**ARTICLE I**

**NAME AND LOCATION**

The name and location of the corporation of Tanglewood Estates Homes Association, herein after referred to as the "Association". The principal office of the corporation shall be located at 6601 Halsey, Shawnee, Kansas, Johnson County, Kansas, but meetings of members and directors may be held at such places within the State of Kansas, County of Johnson, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to Tanglewood Estates Homes Association and it's Board of Directors, 6601 Halsey, Shawnee, Johnson County, Kansas.

Section 2. "Properties" shall mean and refer to that certain real property described in the Article of Incorporation.

Section 3. "Greenway Areas" shall mean real property managed, maintain by and under control of the Association for the beautification of Tanglewood Estates.

Section 4. "Recreational Facilities" shall mean the property that is assigned specifically for and limited to recreational use, such as tennis courts, swimming pool, basketball area, and play area around the clubhouse.

Section 5. "Lot" shall mean and refer to any plot of land shown upon recorded subdivision, survey or map of the properties with the exception of greenway Areas.

Section 6. "Owner" shall mean and refer to the owner in fee simple of any unit or lot.

Section 7. "Tenant" shall mean and refer to the individual (s) renting a unit, subject to the provisions of this Declaration.

Section 8. "Unit" shall mean and refer to the portion of the building that is designed and used exclusively for single family residential purposes except as herein provided.

Section 9. "Mortgagee" shall mean and refer to any such person (s) or entities under a first deed of trust or mortgage secured by a lot and townhouse unit or a lot and single family dwelling.

Section 10. "Declaration" shall mean and refer to the Homes Association Declarations, applicable to the Properties recorded in the office of the Registrar of Deeds of Johnson County, Kansas.

Section 11. "Member" shall mean and refer to those persons entitled to membership as provided in the by-laws.

Section 12. "Private Streets" shall mean and refer to those streets within Tanglewood Estates that are not dedicated to the public domain.

Section 13. "Buildings" shall mean a structure composed of units.

### ARTICLE III

#### PURPOSE OF THESE BYLAWS

The purpose of these Bylaws is to establish a beneficial and highly desirous mechanism whereby, TANGLEWOOD ESTATES is maintained as an outstanding and prestigious residential area.

Easements to Townhouse or Single Family house and all greenway areas for vehicular access, parking utilities and the beautification of the area are among the many benefits that must be established by these Bylaws. For beauty, utility, and continuing high property values over the years, provisions must be made to ensure the right of the Association, to perform all maintenance and improvements to all greenway areas, recreational facilities, clubhouse, offices, landscaped retaining walls of all Townhome areas, trees and shrubs of townhome areas (not to include homeowner added trees and shrubs), private streets, street lights, mowing, fertilize and weed control of all non enclosed lawns, and painting each home as needed. And to provide a forcible means of obtaining funds for the carrying out of these advantageous programs as well as penalties for the hindrance thereof.

### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

1. Association Membership: Every person or entity who is owner of a fee simple interest of a unit that is subject to assessment, shall be a member of the Association. Ownership and assessment of said unit shall be the sole qualifications for membership.

2. Voting Membership: The Association shall have one class of voting members. A member of the Association shall be entitled to one vote per unit in which the members holds the interest required for membership as set forth in the preceding paragraph.

3. When more than one person holds such interest in any unit, all such persons shall be members and the vote for such unit shall be exercised as they among themselves, determine; but in no event shall more than one vote be cast with respect to any one unit.

4. The Board of Directors has control of votes on all lots that reverted to greenway areas because said lot was unbuildable. These lots total 7.

## ARTICLE V

### MEMBERSHIP MEETINGS AND QUORUMS

1. **Annual Meeting:** The annual meeting will be held on the last Tuesday of April each year at 7:30 p.m. at the clubhouse.
2. **Special Meetings:** Special meetings may be called at any time by the Board of Directors or upon written request from one-fourth (1/4) of all members, directed to the President and Secretary.
3. **Notice:** Written notice of each special meeting of the members shall be given by the secretary by mailing, postage paid, not less than ten(10) days and no more than forty (40) days before such special meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association. The notice shall specify the place, time, and day of the special meeting. No notice need be given of the regular annual meeting.
4. **Quorum:** Ten percent of the outstanding membership of the Association entitled to vote, represented in person or by proxy, shall constitute a quorum for any action except as otherwise provided for in these Bylaws. If a quorum shall not be present or represented at any meeting of the members entitled to vote, the Board of Directors shall have the power to adjourn the meeting from time to time, without further notice until a quorum shall be present or represented.
5. **Proxies:** At all regular or special meetings of the membership a member entitled to vote may vote in person or by proxy executed in writing by such member. Such proxies shall be filed by the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after twelve months from the date of its execution. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her unit.
6. **Vote required for action by members:** When a quorum is present or represented at any meeting of the members, a majority of the voting power present or represented by proxy at such meeting shall decide any question brought before the meeting, unless the issue is one upon which express provisions of the Articles of Incorporation, the Declarations, or by Kansas Statutes, a different vote is required, in which case such express provisions shall govern and control the vote necessary to decide the question.

## ARTICLE VI

### BOARD OF DIRECTORS

1. **Number:** The affairs of this Association shall be managed by a Board of five (5) Directors who must be members in good standing of the Association.
2. **Term of Office:** Each Board member will serve a two (2) year term. Two board positions will expire in even numbered years and three (3) positions will expire in odd numbered years. This allows for a smooth transition from year to year. There shall be no more than 3 single family or 3 townhouse owners at a time sitting on the Board at the same time.
3. **Removal:** Any Director may be removed, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Board of Directors, and the successor shall serve the un-expired term of his predecessor.
4. **Compensation:** No Director shall receive compensation for any service as a member of the Board of Directors. Directors may be reimbursed for actual expenses

incurred or authorized services provided to the Association other than services as a Director.

5. **Nomination:** Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made by members entitled to vote from the floor at the annual meeting of the Association. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nominating committee shall be appointed by the Board of Directors not less than sixty (60) days prior to each annual meeting of the members. The nominating committee shall make as many nominations for election to the Board of Directors as it in its discretion determines, but no less than the number of vacancies that are to be filled.

6. **Election:** Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, one vote. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

7. **Regular Meetings:** Regular meetings of the Board of Directors will be held the third (3rd) Tuesday of each month at 7:30 p.m.. The first hour is open to residents to express concerns or adulation. This meeting may be changed at any time to allow for more participation, as from time to time may be necessary, by resolution of the Board. At the first regular meeting after the Annual meeting the new Board shall elect officers for that year. These offices are to be held until the Annual Meeting the following year.

8. **Special Meetings:** Special meetings of the Board of Directors shall be held when called by the President of the Association or by two (2) Board of Directors, after not less than three (3) days notice.

9. **Quorum:** A majority number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the complete Board.

10. **Action taken without a meeting:** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. **Powers:** The Board of Directors shall have the power to:

a. Adopt and publish rules and regulations governing the use of Homes Association property and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties and infractions thereof.

b. Suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period chosen by the Board, for infraction of any published rules and regulations.

c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Bylaws.

d. Declare the office of a member of the Board of Directors vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors.

e. Employ a manager, independent contractors and any such employees as they deem necessary and to prescribe their duties.

2. Duties of the Board of Directors: It shall be the duties of the Board of Directors to:

a. Cause to be kept a complete record of all its acts and corporate affairs and to present thereof to the membership at the annual meeting. To present such statement at any special meeting when such statement is requested in writing by one-fourth of the members who are entitled to vote.

b. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

c. Except for any limitations herein, the Board shall have the right to:

c1) Fix the amount of any fees, assessments, penalties or charges. In the case of annual assessments a thirty (30) day notice is required;

c2) Send written notice of each fee, assessment, penalty or charge to owner or mortgagee subject thereto;

c3) Foreclose the lien against any townhouse or single family dwelling for which fees, assessments, penalties or charges are not paid within ninety (90) days of notification;

c4) Issue, or cause to be issued, a certificate setting forth whether or not any fees, assessments, penalties or charges have been paid; and

c5) Cause any and all officers and employees having fiscal responsibility to be bonded in such amounts as may be determined by the Directors. This will be funded by the general budget.

d. Procure and maintain adequate liability and hazard insurance on the property that is under the control of the Association.

e. Cause the greenway areas to be maintained, including without limitation, treatment and removal of ice and snow from private streets as deemed necessary by the Board of Directors.

f. Cause the exterior painting of dwellings as deemed necessary by the Board of Directors.

g. Cause the lawns in non-enclosed areas to be manicured and treated as deemed necessary by the Board of Directors.

h. Cause each unit owner to keep property exteriors (other than paint), lawns, trees, shrubs, gardens, decks, fences, maintained properly, which maintenance is not provided for by the Association in the Declarations or these Bylaws but that the Board of Directors and the Association have been given the power to regulate rules and regulations pertaining to upkeep.

g. Hire an outside accounting firm to handle all accounts receivable and payable, take care of all delinquent accounts, and after a sixty (60) day notice has been given, at the 90th day turn over all delinquent accounts to a collection attorney. Report to the Board each month on budget activity, delinquent accounts, make sure that all required taxes are paid in a timely manner and the required forms are also submitted on time.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

1. Description of Offices: The offices of this Association shall be a President, Vice-President, Secretary and Architectural Control Chairman. Other such offices as the Board from time to time by resolution shall create.

2. **Election of officers:** The election of officers shall take place at the first regular Board meeting after the annual meeting of the Association members.

3. **Terms:** Each Director serves a two year term.

4. **Special Appointments:** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

5. **Resignation and removal:** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written or verbal notice to the Board, President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Any Board member holding any documents, files, letters, keys, etc., must turn them over to the remaining Board no later than the effective date of termination.

6. **Duties of Offices:**

a. **President:** The President shall preside over all meetings of the Board of Directors and the Association; shall see that orders and resolutions of the Board are carried out; shall sign all lease, mortgages, deeds and other written instruments. The President shall sign all checks and promissory notes.

b. **Vice-President:** The Vice-President shall act in the place and stead of the President, in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c. **Secretary:** The Secretary shall record the votes and take the minutes at all meetings and proceedings of the Board and of the members, and turn all minutes into the Association office to be filed for future reference.

d. **Architectural Control Chairman:** The Architectural Control Chairman is responsible to make sure all changes are made within the guidelines set forth in the Bylaws and Declarations.

At the time of this writing there is no need for other positions. All billing is verified through the Resident Coordinator and the Board of Directors who are in touch with the real and true expenditures. All checks are signed by the President, or any other Board member may sign checks if expenditure is approved by the President and/or the complete Board.

## ARTICLE IX

### COMMITTEES

The Association by and through its' Board of Directors shall appoint an Architectural Committee and a nominating committee, as provided for in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

### RIGHTS OF OWNERSHIP AND SUSPENSION THEREOF

1. **Enjoyment:** Each owner of Tanglewood Estates shall have a right and easement of enjoyment in and to the recreational facilities located in Tanglewood Estates and such easements shall be appurtenant and shall pass with title to each single family dwelling and/or townhome unit. The membership in the Association of each owner shall be deemed to be conveyed or encumbered with the deed or mortgage, applicable to each single family dwelling and/or townhome, even though such interest is not expressly mentioned or



described in the conveyance, mortgage or other instrument. Each owner may use the recreational facilities in accordance with the purpose for which they were intended without hindering or encroaching upon lawful rights of other owners.

2. **Suspension of rights:** The right and easements of enjoyment in and to the aforementioned recreational facilities shall be subject to the following:

a. The right of the Association acting by and through its' Board of Directors to proscribe rules and regulations and fees governing the use, operation and maintenance of all greenway areas and recreational facilities, including all swimming pool(s), tennis courts, and other recreational facilities.

b. The right of the Association acting by and through its' Board of Directors to suspend the right of any owner to use all or any part of said recreational facilities for the period during which any assessment against such owner remains unpaid or for any actions that are to the detriment of the area or the Association.

c. The right of the Association acting by and through its' Board of Directors, to charge reasonable admission and use fees for any of the said recreational facilities to defray costs of the operation thereof.

d. The right of the Association acting by and through its' Board of Directors, to dedicate or transfer all or any part of the greenway areas to any public or municipal agency, authority, or utility for purposes consistent with the purpose of these by-laws and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless sixty percent (60%) of the members of the Association has been recorded by signature witnessed by a Notary, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the purposed agreement and action thereunder is sent to each member not less than ten (10) and no more than Forty (40) days prior to the taking of any action.

e. The right of the Association acting by and through its' Board of Directors, to grant licenses, right of way and/or easement for access or for construction, reconstruction, maintenance and/or repair of any utility lines and appurtenances, whether public or private to any municipal agency, public utility, or any other person; provided however, that no such licenses, right of way and/or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the greenway areas and recreational facilities.

f. The right of the Association acting by and through its' Board of Directors, to affix penalties for the violation of the rules and regulations.

g. The right of the Association acting by and through its' Board of Directors, to borrow money for the benefit of the Association and the owners of single family dwellings and/or townhome units provided however, the repayment of such loans shall not be or become the personal obligation of the owners of said units.

h. In the event that any financial institution lends money to the Association for whatever reason or purpose, such loans must be repaid at the appropriate time by the Association, and the Board of Directors shall have the right to levy assessments for such specific purposes.

i. The right of the Association acting by and through its' Board of Directors, to deny access to any greenway areas and/or recreational facility located thereupon, to any member and/or his or her family or guests for an indefinite period of time, for violation of any of the provisions contained herein by the member, immediate family or guest.

j. The right of the Association to suspend voting rights and right to use recreational facilities by any owner for any period during which any assessment against his



lot remains unpaid; and for a period not to exceed one year for any infraction of Tanglewood Estates published rules and regulations as contained herein.

k. The right of the Association acting by and through its' Board of Directors to assess fees for cleanup to owners of dogs or cats.

l. The right of the Association acting by and through its' Board of Directors to proscribe rules and regulations on maintenance and upkeep of all properties in Tanglewood Estates. Such rules and regulations must be followed by all homeowners and their guests, invitees or leasees.

## ARTICLE XI

### MAINTENANCE

1. Due to the fact that one of the main purposes of the Tanglewood Estates Home Owners Association is to maintain Tanglewood Estates as an outstanding and prestigious residential community of single family dwellings and townhomes, the Association does hereby set forth herein certain stipulations that shall govern the ownership and/or leasing of any single family dwelling or townhomes, and shall be binding on the owners and tenants of each said unit and upon the Association. These stipulations without being limited thereto, relate to such things as interior and exterior maintenance and repairs, and are in detail as follows:

a. Each owner shall maintain the interior and exterior of said unit's front, rear, driveways, porches, patios, fencing, and any fenced in areas in a neat, clean and orderly condition. This requirement of maintenance shall particularly extend to all items that can be seen externally, including interior and exterior cleaning of windows and replacement of any broken windows or doors. The individual owner shall use appropriate material for covering windows and sliding glass doors. The use of blankets, sheets, aluminum foil, fabrics of any kind (other than drapes or blinds) are strictly prohibited. If an owner feels the necessity to cover windows or doors for winter this must be done on the inside NOT the outside of the unit and must be a clear plastic sheeting made for this specific purpose.

b. The maintenance of the exterior of any unit shall be the responsibility of the owner of the property, except with regard to painting of the exterior of the unit. The exterior maintenance expected to be done by the owner, must be done when it is needed, and may be at the request of the Association, by and through its' Board of Directors. No unsightly siding, gutters, doors, trim boards, fences, wood piles, trash bins, toys, ETC., will be tolerated. The repairs to siding, gutters and trim boards must be done before the unit will be painted.

c. The painting of the exterior of any unit shall be the obligation of the Association and said painting shall be done when, in the opinion of the Association, by and through its' Board of Directors, it is deemed necessary to paint respective unit. No exterior painting is to be done by any member without prior written approval of the Board of Directors. This approval also includes the precise type and color of paint to be used.

d. Subject to reasonable rules and regulations as herein promulgated by the Association, the greenway areas and recreational facilities are hereby made available to the owners (and those legally holding under an owner) of each unit and the respective invitees for reasonable use in common (and those legally holding under an owner) and their respective invitees for the purpose for which such recreational and green areas are designated.

e. Cost of all maintenance and upkeep of the greenway areas and all Association responsibilities as herein provided for, shall be evenly divided amongst all

owners single family dwelling or townhome. Such costs shall include, but in no way limited to the following:

e1) All costs and expenses of operating and maintaining said greenway areas and recreational facilities including, but in no way limited to, interior and exterior (Association) building surfaces, maintenance of all green areas, flower gardens, trees, and shrubs. Maintenance, replacement, or changing, when deemed appropriate by the Association, parking areas, private streets, street lights, pool, tennis courts (all recreational areas), perimeter fence, snow removal, trash removal, security, Association office, equipment and supplies for office, equipment and supplies for all items necessary to the operation and maintenance of the recreational facilities and greenway areas including but not limited to, water, electricity, gas, treatment chemicals, fertilizers and all garden supplies, and insurance of all types.

e2) If any street located in Tanglewood Estates, is enlarged or widened, and as a result thereof special assessments are levied by the Johnson County, Kansas authorities, then in any such event, the total of such special assessments shall be divided evenly among all owners.

e3) Depreciation shall not be included as a cost except in the case of tangible items that are used in the recreational and clubhouse facilities.

e4) All costs of maintaining on-site security, exclusive of individual units, shall mean the operation and maintenance of security facilities such as burglar alarms, fire alarms, lightening rods, employment of security personnel, and such other items of expense as from time to time may be incurred by the Board of Directors of the Association in maintaining a safe and a secure premise as may be reasonable under all of the circumstances.

e5) Contingency reserves of no less than \$400 per month to pool reserve fund and no less than \$1200 per month to capital reserve fund. The Board of Directors, acting by and for the Association may raise these amounts but shall never lower them. These funds are to be used for overages of the budget but should only be used as a last resort. These funds are to be used only for major repairs and replacements of items that are maintained by the Association, or for loans to homeowners (approved by the Board and only with a signed promissory note from homeowner on an agreed form of paying back these types of loans), for replacement of exterior maintenance including siding, existing fencing, and driveway, walks, or porches to be replaced or repaired, and overages on the budget(only as a last resort).

e6) Insurance premiums for all insurance secured by the Board of Directors of the Association pursuant to these by-laws. Regular fees and charges shall be used for the payment of insurance premiums for public liability and property damage insurance covering all greenway areas and recreational/clubhouse facilities and workman's compensation insurance to the extent deemed necessary by the Board of Directors to comply with any and all applicable laws, and for casualty insurance covering any greenway area's structure under blanket policy of casualty insurance.

e7) Any and all fees and wages to hire a person (s) or entity to manage all business.

e8) Any and all fees for the purpose of billing, accounts payable and receivable, balance statements, and operating statements provided by an outside accounting firm. At no time shall the Board use "in house" employment for these purposes.

e9) The payment of such charges and expenses as may be elsewhere required or authorized by this document or that the Board of Directors of the Association may from time to time determine necessary or desirable to meet the purposes of the Association as stated in its articles of incorporation, by-laws herein.

## ARTICLE XII

### MANAGEMENT OF ASSOCIATION

1. The Board of Directors acting by and for the Association may employ a person(s) or entity to carry out all functions of the Association, as delineated in these Bylaws.

2. The Board of Directors acting by and for the Association shall obtain a separate person(s) or entity to carry out all regular billing and collecting of all assessments. This person(s) or entity shall also perform all accounts payable, monthly statements to the President of the Board of Directors of all actions, keep all budget comparison records, perform all tax duties, etc.

3. The negotiated and agreed fees for all accounting and management duties shall be on a fair, reasonable and competitive basis, and shall be adjusted upwards or downwards from time to time as any such contract or understanding may provide or upon termination.

4. The person(s) or entity that is performing all prescribed duties, under the direction of the Board of Directors acting by and through the Association, shall perform or oversee all greenway area maintenance, recreational facility maintenance, operate and maintain any on-site security systems, if any, oversee all aspects of the provisions in these Bylaws and shall keep appropriate books and records.

5. All fees paid to the management and accounting person(s) or entity shall be part of the annual budget funded by the regular monthly assessment.

## ARTICLE XIII

### MAINTENANCE ASSESSMENT

1. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, safety and welfare of the residents in the project, and, in particular, for the improvements and maintenance of the recreational facilities, greenway areas, unit painting, mowing and treating all lawns not enclosed by a fence, roof repair (up to \$500, not to be used as deductible), street and street light maintenance, Attached townhome and greenway area shrubs and trees and seeding, perimeter fence, management fees, and accounting fees. In the event of any special assessment(s) by the Association for capitol improvements that cannot be funded in full by the general or pool fund, the proceeds generated will be kept separate from regular account and put directly in the general reserve fund.

2. Payment of Annual Assessments: Annual assessments or charges shall remain constant from January 1 through December 31 of each year except as hereinafter provided, and shall to the following limitations thereon:

A) Annual assessments shall be payable in equal monthly installments per unit, which as all monthly assessments, shall be paid on or before the 10th day of each month, and shall become delinquent after the 15th day of such month.

B) The maximum annual assessment may not be increased more than three percent (3%) above the previous years annual assessment, without a vote of the membership.

C) The maximum annual assessment may be increased more than 3% above the maximum assessment for the previous year by an affirmative vote from at least 60% of

all the members who are present and eligible to vote in person or by proxy, at a meeting duly called for such purpose by no less than ten (10) nor more than forty (40) days notice in writing to each such member stating the time, purpose and place of said meeting.

D) After consideration and determination of routine repair, maintenance, care and operational costs and any other needs of the Association, the Board of Directors shall levy the annual assessments for the forthcoming calendar year against each respective single family dwelling and townhome.

E) It is understood and agreed that in determination and budgeting assessments, the Association shall take into consideration the fees for management and accounting services, as well as mandatory separate annual reserve for anticipated capitol improvements.

3. Special Assessments: In addition to the annual assessments and/or charges for the purposes described in the preceding paragraphs of this article, 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 costs of any construction or reconstruction and estimated repairs or replacements of any capitol improvements, including the necessary fixtures and personal property related thereto, or for such other purposes the Board of Directors may consider appropriate. No such special assessment, however, shall be authorized without a meeting of the members called for the purposes of said special assessments, by no less than ten (10) and no more than forty (40) days notice to each Association member, eligible to vote, stating the time, purpose and place of said meeting. At the first such meeting called, the presence of sixty (60) percent or more of all Association members eligible to vote either by person or by proxy, shall constitute a quorum. Of the 60% quorum a 60% or more vote will rule. If the required quorum is not present, another meeting may be called subject to the aforementioned notice requirements, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting and so on in like manner till a quorum is achieved. The meeting may be adjourned from time to time, within reason, to meet the required quorum, if only a small number are lacking.

4. Reserves for major repair or replacement: The Association shall, at all times, include in the annual assessments levied pursuant to this article, adequate sums for the establishment and maintenance of the reserve fund for replacements of the greenway areas, painting of signs, clubhouse, pool house, tennis courts, any part of the recreational areas, and townhouse trash houses, repair and replacement of all private streets, equipment that may be necessary in making the day to day running of this Association run smooth and efficient, and repair and replacement of the perimeter fence. The amount of such annual assessment applicable to the reserve fund for replacements shall be funded by the regular monthly payments from the unit owners. The Association shall set the reserve fund apart each month as a separate account, and shall also separate such reserve funds on its books and records in a manner whereby no part thereof may be used by the Association for any unit expense. The Board of Directors has the power to pull from general reserves for any overages of the annual budget.

5. Uniform rate of fees and/or charges: Both annual and special assessments must be a fixed uniform rate for all units, single family dwelling or townhome.

6. Non payment and Association remedies: If an assessment or special assessments not paid within 5 days after the due date, the Association may consider, determine and assert that a default of that month's payment has occurred and in addition, consider, determine or assert that the remaining annual assessment be accelerated and become immediately due and payable, and assess the total thereof against any such unit owner and/or the Association may exact a 18% or annum or 1 1/2% per month late charge for each dollar not paid per month or a part thereof against any such total default sum and/or any

such late charge shall become a lien on a defaulting unit as any other assessment until paid. Furthermore, the Association may bring an action at law against the owner personally obligated to pay the same, or for foreclosure of the lien against the property through proceedings through any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the greenway areas and recreational facilities or abandonment.

7. NOTICE: The mortgagee under each unit will be given written notice by the Association if the owner of said unit is in default of the payment of any dues or assessments imposed by the Association, or is in default with respect to any obligation imposed by the Association, and the mortgagee will receive written notification from the Association of any default that is not cured in within 30 days.

8. Foreclosure of lien: If any assessment made pursuant to the provisions hereof by the Association remains unpaid for thirty (30) days after the date upon which it is due, it may be foreclosed by suit by the Association in a like manner as a mortgage of real property, and unit owner shall be required to pay reasonable rental fee therefor and the Association's reasonable attorney's fees incurred in the foreclosure thereof. The Association shall have the power to bid at the foreclosure sale and to acquire and hold, lease, mortgage and convey any property acquired as a result of a successful bid. Suit to recover money charged for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same.

9. Priority of lien: The lien of the assessments provided for herein shall have the highest priority permitted by law.

10. Violation of Bylaws or Rules and Regulations: Notwithstanding any provisions contained herein these Bylaws to the contrary, the Association has the right to levy an assessment against any unit owner for the violation by said owner, and/or said owner's family member or his guests, of any of the covenants and/or declarations contained in these Bylaws, without prior vote by members of the Association. Said assessment shall not exceed \$75 per month more than the regular monthly dues, until violation is cured. No assessment shall be levied by the Association pursuant to this paragraph, until the violating owner is given written notice of the Association's intent to levy a special assessment against the violator and given fifteen days during which to cure the violation. Additionally, the Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees that may be due the Association, including any installment thereof which becomes delinquent, or the violator of any covenants and/or by-laws contained herein, in any prominent location within the confines of Tanglewood Estates.

11. Exempt property: The following property subject to these Bylaws shall be exempt from the fees, assessments, charges and liens created herein:

A. All property dedicated to, and accepted by any municipality or public utility for public use and purpose.

B. All greenway areas and recreational facilities.

#### ARTICLE XIV

#### INSURANCE

1. Insurance maintained by the Association: The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, at least the following:

A. Casualty insurance naming the Association as insured for the benefit of the owners in an amount equal to the full replacement value (100%) of "replacement costs"

exclusive of land, foundation and excavation, respectively, of the improvements located upon real estate owned by the Association with an agreed amount endorsement, without deduction or allowance for depreciation (as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage), such coverage to afford protection at least against the following:

A1. Loss or damage by fire, theft, weather, or other hazards covered by the standard extended coverage endorsement.

A2. Such other risks arise as shall customarily be covered with respect to property similar in construction, location and use, including but not limited to: cost of demolition, vandalism, windstorm, water damage, machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine.

A3. Minimum of \$1000 deductible.

A4. The Board is required to have all covered items reevaluated every two years.

B. Public liability insurance in such amounts and in terms as may be considered appropriate by the Board of Directors, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the ownership and/or uses of the greenway areas and recreational facilities, respectively; such policy shall contain a "severalty of interest" endorsement that shall preclude the insurer from denying the claim of owner because of the negligent acts of the Association or the owners. No less than \$1,000,000 in coverage maximums.

C. Workman's Compensation insurance to the extent necessary to comply with any applicable law.

D. A "legal expense indemnity endorsement," or its equivalent, affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such. Minimum of \$1,000,000 in coverage.

E. Fidelity Insurance against dishonest acts on the part of Directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of owners naming the Association as insured in the amount equal to no less than one and one-half (1 1/2) times the Association's operating expenses and reserves.

2. Insurance to be obtained and maintained by Association single family dwelling or townhome owner: the owner of any single family dwelling or townhome unit shall obtain and maintain casualty insurance, insuring all improvements owned by owner against loss by fire, lightning, windstorm, or other casualty and extended coverage in an amount equal to a full replacement value (100%) of replacement costs exclusive of the land, foundation and excavation, respectively, within "agreed amount" endorsement without deduction or allowance for depreciation, and the insurer shall waive the "increase of hazard" provision of its policy and any "apportionment of loss" provision of its policy in the event there is any other insurance insuring the same risk. All premiums for such insurance shall be paid by each single family dwelling and townhome owner. Such insurance policies shall be in a form acceptable to the Board of Directors of the Association.



## ARTICLE XV

### ARCHITECTURAL CONTROL RULES AND REGULATIONS

1. No building, fence, wall, or other structure shall be commenced, erected or maintained on the properties (excepting any original construction or development) nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, shape, height, materials and location of the same and/or any other proposed form of change including, without limitation, may other information be specified by the Architectural and environmental control committee shall have submitted to and approved in writing as to harmony, external design, location in relation to surrounding structures, topography and conformity with the design concept for the community by the Board of Directors of the Association, where hereby the aforesaid committee composed of three (3) or more representatives appointed by the Board of Directors.

2. Subject to the same limitations as herein above provided for, it shall be prohibited to install, build, erect, attach, apply, paste, hinge, screw, nail, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, trees, shrubs, landscaping features, wall, aerial antennas, radio, television broadcasting or receiving devices (not to exceed 18 inches in diameter), slabs, sidewalks, curbs, gutters, balcony, porches, driveways, walls, trellises, decks, doghouses, trailer, tent, shacks, shed, barn, kennel, run, stable, outdoor clothes dryer, playhouse, play equipment (unless enclosed by a fence, but cannot be seen over fence) or to make any change to otherwise alter (including paint colors) in any manner whatsoever to the exterior of any improvements constructed upon any unit or upon any of the greenway areas. Or to combine or otherwise join two or more single family dwellings and/or townhome units, or to partition the same after combination, or to remove alter any windows or exterior doors of any single family dwelling and/or townhome unit, or to make any change within any single family dwelling and/or townhome unit that will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other unit owner. Or to materially increase the cost of operating or insuring any of the greenway areas or impair easements, until the complete plans and specifications, showing the location, nature, shape height, material color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the architectural and environmental control committee) shall have been submitted to, and approved in writing as to safety, harmony of external design, color, and location in relation to surrounding structures and topography and conformity with the design concept for the community by the architectural and environmental control committee. It is the complete responsibility of the owner of such property to comply with all city codes and to be sure the changes are within said homeowners allotted plat.

3. Construction or alterations in accordance with Board approved specifications must be completed within 30 days of commencement of said construction. In the event that construction is not completed within thirty days (30), construction shall be completed by a contractor hired by the Board of Directors and the owner of such property shall be assessed in full, all expenses and fees to complete said changes. There will be no deviation of the aforementioned, by the owner or his or her contractors without prior consent of the committee or the Board of Directors.

4. The Board of Directors and its committees may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and



specifications to be submitted for approval; and may publish or record such statements of policy, standards, guidelines, and/or establish such criteria relative to architectural styles, details, colors, set-backs, materials, plantings, or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate.

5. The decisions of the architectural committee shall be final except that any member who is aggrieved by any action or forbearance from action by the committee (or by any policy, standards or guidelines established by the committee) may appeal the decision by the architectural committee to the Board of Directors, and, upon request of such member, shall be entitled to a hearing before the Board of Directors of the Association and final decision thereby, in writing, all within sixty (60) days from the date the Board received notice of the appeal in writing from the aggrieved unit owner.

6. The Architectural guidelines for fencing: All fencing in Tanglewood must be #1 cedar dog eared pickets 1x4x6 or 1x6x6. All posts and runners may be CCA treated. Any preserving of the fencing must be approved by the Board if other than clear coat is desired.

6a. Split rail fencing or similar style made of landscape timbers is only allowed for decorative purposes and not for the enclosure of a yard. Split rail fencing is limited to no more than twelve linear feet per homeowners' yard. The split rail sections may be joined horizontally or perpendicularly, or not joined at all.

7. Architectural guidelines for decking: All decks must be of cedar or CCA decking. If CCA is used it is required that all decking be screwed and not nailed. All decks must be left natural except with express consent of the Board of Directors.

8. Architectural guideline for gardens and landscaping. All plans must be submitted to the Architectural Control Chairman and must be approved by the Board of Directors. The following must be included in the request: These areas added by homeowner will not be maintained by the Association.

a. measurement of area  
b. type and variety of trees, shrubs and perennials and their spacing  
c. if you are planting an area that will not be enclosed by a border, you must put wood mulch at least 4 inches deep and 12 inches in circumference at the base of each tree or shrub. This also applies to accent lighting with circumference of mulch a minimum of 8 inches

D. There must be at least 56 inch path between all landscaped areas for mowing.

8. Any other type of requests must include:

- a. specific type of materials being used
- b. placement and method of installment
- c. if color is involved, specify color

9. Specifications on driveways: Driveway repair and replacement is the responsibility of the homeowner. You may choose from traditional concrete or asphalt overlay of 1 1/2 inch-2 inch hot asphalt mix.

10. Mailboxes should be black.

11. Front doors(storm doors) and windows should be a brown or bronze storm door in a style conducive to the neighborhood. A solid wooden front door cannot be the external door.

12. No basketball goals are allowed on homeowners' property. Tanglewoods houses are entirely too close together to allow any type of ball throwing in the area near the houses. There are 8 basketball goals 2 blocks from our 67th Street entrance at Benninghoven Elementary School.

13. No goals (hockey, soccer or basketball, etc.) of any kind will be allowed to be used on private streets at any time in Tanglewood. These types of goals may be used in private yards but must be stored inside when not in use.

14. There are specific shades of paint that have been approved for use in Tanglewood. No painting or staining should be done to the exterior of homes, balconies or decks without prior written consent of the Board.

15. All exterior siding must be approved by the Board of Directors.

16. All roofs must be of #1, 1/2 inch or better cedar shakes.

17. All wood exteriors, except roofs, shall be covered with paint or stain. In the event of fire, windstorm or other damage, no building shall be permitted to remain in such damage condition longer than three (3 months).

18. Construction or alteration of improvements: The Board of Directors and/or its authorized committee reserves the right to; (a) make such changes and/or substitutions of materials and construction that are deemed necessary and in the best interest of Tanglewood Estates; (b) determine the exterior color of any structure in order for it to fit into the general pattern of Tanglewood Estates. Thereafter, and except for aforementioned rights reserved by the Association acting by and through its' Board of Directors as provided immediately herein before, no improvements or structure of any sort may be constructed on any land subject to these Bylaws or any land added thereto, without prior approval of the Board of Directors in writing. Nor may the exterior or any portion of any building be altered, changed or remodeled, this includes but not limited to; painting, guttering, planting of any type, and any decoration without like prior written consent of the Architectural Control Committee as previously discussed.

**ALL WORK MUST BE COMPLETED IN 30 DAYS FROM COMMENCEMENT OF PROJECT !!**

19. There shall be no obstructions of the greenway areas, nor storage of any kind without prior written consent of the Board of Directors. No clothes lines, toys, trash cans, recycle bins, wood piles or any other articles shall be hung, exposed or left in any area not enclosed by a fence or that can be seen above the fence. In the case of lack of storage a unit owner may ask permission of the Board of Directors to keep covered trash bins (not bags) and wood piles in an approved apparatus. This includes all greenway areas and front or back of any building or individual unit in Tanglewood Estates.

20. Except for one "for sale" sign or "garage sale" (only for the few days of sale) in front of the property for sale or in the front window of the unit, no sign shall be hung or displayed either inside or on the outside of any single family dwelling or townhome unit so as to be seen from the exterior. No awnings, canopies or shutters shall be affixed thereto, or placed on any exterior wall or roof in Tanglewood Estates without prior approval from the Board of Directors. "Open house" signs or "garage sale" signs may be put at the entrances of Tanglewood only for the days of the open house or garage sale.

21. All homeowners with pets are subject to a fine set forth by the Board of Directors who allow their pets to roam free or walk their pets in any area of Tanglewood, other than their own yard, and do not clean up their pets waste.

## ARTICLE XVI

### OTHER RULES AND REGULATIONS

1. No noxious or offensive trade or activity shall be carried on upon or within any single family dwelling or townhome unit, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood.

2. No vehicle shall park on the streets or in the driveways or culdesacs so as to obstruct ingress or egress by owners of single family or townhome units, their family, guest or invitees except for reasonable needs of emergency, construction, or service vehicles for a time limited to as briefly as possible. For a period not to exceed forty-eight (48) hours, family and guests of owners of single family dwellings or townhome units may park their

vehicles in the guest parking provided as part of the common area. No parking areas in Tanglewood Estates including individual drives, are intended for use for parking or storing boats, trailers, camping units, recreational vehicles, derelict or unsightly vehicles, unlicensed or any commercial vehicle. All units that have garages and/or drives are to use them before using the limited guest parking Tanglewood has. All owners who do not have two (2) places to park on the premises of their lot will be assigned parking. All other parking is for guests or overflow for homeowners of Tanglewood Estates personal vehicles only. All vehicles parked in violation will be ticketed and towed at owner's expense.

## ARTICLE XVII

### EASEMENTS AND GREENWAYS

1. On the plat of Tanglewood Estates are shown "open spaces", which the Association calls greenway areas. The ownership of the underlying fee in the greenway areas shall be vested in the Association's owners subject to the provisions hereof. The Association, by and through its' Board of Directors, shall designate the specific uses from time to time, and shall promulgate rules and regulations for the use of the greenway areas, but in any event each unit owner is hereby granted an easement for pedestrian access only between his or hers respective unit and the streets located in the confines of Tanglewood Estates. Such easements shall be a designated by the Association, but in lieu of such designation shall exist over the most suitable part of the greenway areas.

2. Every owner of a single family dwelling and/or townhome unit shall have the right of ingress and egress and an easement of enjoyment in and to the greenway areas, but only for its' designated use. Each easement shall be appurtenant and shall pass with the title to each unit subject to these Bylaws. Said right of ingress and egress and easement of enjoyment shall exist regardless of the ownership of the underlying fee of such greenway areas. The right to use and enjoy the greenway areas shall be subject to such rules and regulations as may be promulgated by the Board of Directors acting by and for the Association. In no event shall greenway areas be used for any other purpose than that designated by the Association through its' Board of Directors.

3. Should any part of a greenway area encroach upon any part of a single family dwelling and/or townhome unit, or should any part of a single family dwelling or townhome unit encroach upon any part of the greenway areas or upon any other unit, perpetual easements for the maintenance of such encroachment, and for the use of the space required thereby, are hereby established, and shall exist for the benefit of the single family dwelling, townhome unit or of the greenways, as the case may be.

4. The property subject to this document shall; be subject to a perpetual easement in gross to the Association, its' successors and assigns for ingress and egress, to perform its obligations and duties as required by these Bylaws or amendments thereto. Should it be necessary to enter an owner's lot to repair a greenway area or make repairs to yard or exterior because of owner neglect, employees, agents and workmen shall be entitled to entrance by exhibiting to the owner of the lot an order from the Board of Directors.

5. The Association shall have and does hereby reserve the right to locate, maintain, use and authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electrical or phone lines, cable television, master television antenna system, fire warning system and any other utilities and conduits for any and all pumps. The Association shall also be granted the right of easements therefor, over, under, through and upon any part of the land subject to these Bylaws, except portions thereof upon which buildings have been erected.

6. Each townhome unit has at least one wall, (some will have two such walls), in common with an adjoining townhome unit which common walls are built on the dividing line between said townhome units. All laws applicable to common walls and liability for property damage due to negligence or willful acts or omissions in the state of Kansas shall apply thereto. No owner of any townhome unit shall cut through or make penetration through a common wall for any purpose whatsoever.

7. Each fence that is built and placed on the dividing line between lot of single family dwellings and/or townhome units shall constitute a common fence (of the two homeowners) and the general rules of law apply regarding common walls or fences and liability for property damage due to negligence or willful acts or omissions shall apply to such common fences. No owner of any single family dwelling and/or townhome unit shall cut through or make penetration through common fence for any such purpose.

8. The costs of reasonable repair, replacement or maintenance of the common wall or fence shall be shared by the owners who make use of the common wall or fence.

9. If a common wall or fence is damaged or destroyed by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, said wall or fence shall be repaired or replaced by the owners thereof and the cost of such repairs or replacement shall be borne equally without prejudice. However, to the right of any such owner to call for a larger contribution from the other, under any law regarding liability for negligence, willful acts, or omissions.

10. Notwithstanding any other provisions of this Article, to the extent that such damage is not covered and paid for by the insurance, an owner, who by his neglect or willful act causes or permits any common wall or portion thereof to be exposed to the elements shall bear the whole costs of repairs or replacement necessary for the protection against such elements.

11. The following additional easements are also created and established:

a. For the purpose of draining snow and rain water from the roof of any unit through a gutter and down spouts and drains located on other units. Owner must take into consideration where water is routed when installing guttering and down spouts, so as to keep water flow away from other units foundations.

b. For the purpose of supporting the roof of any townhome units which attaches to the roof of any other unit.

c. For the purpose of keeping, maintaining, restoring and repairing in its original location any line, conduit, facility or meter used for the purpose of providing sewage, electrical power, gas and water or telephone service and cable television to any improvements located on the property subject to these Bylaws.

d. For the purpose of ground surface drainage by units or indentations on the surface. This must first be approved by the Board of Directors.

12. All easements and rights herein established shall run with the land, insure to the benefit of, and be binding upon the Association and its members, their successors and assigns.

13. The Association shall have the right of easement to gain access to any single family dwelling and/or townhome unit exterior surface and lot for the purpose of maintenance needed, due to neglect by said owner. This right of easement shall include all fenced areas, gardens and landscaping planted by said units' owner, or any exterior item that is need of repair, replacement or maintenance of any kind. All fees for maintenance due to neglect of said owner shall be assessed to owner as described previously in this document.

## ARTICLE XVIII

### ENFORCEMENT

1. The Association, its successors and assigns, shall have the right to sue for, and obtain an injunction, prohibitive or mandatory to enforce the observance of the covenants, conditions and restrictions set forth within. Nothing contained in this article shall limit the right of the Association, acting through its' Board of Directors, to levy monetary penalties against any owner of a single family dwelling and/or townhome unit who is in violation of any covenants, conditions and restrictions set forth herein above, and as previously set forth in this document.

2. The Board of Directors or any managing agents leniency in enforcing strict compliance of all provisions of the Bylaws and Restrictions shall not be interpreted as a waiver of these provisions.

## ARTICLE XIX

### RENTING OF UNITS

Whereas, reasonable restrictions on the leasing of units within Tanglewood is necessary in order to protect the equity of the individual property owners at Tanglewood Estates, to carry out the purpose for which Tanglewood Estates as a residential community of predominately owner occupied homes, to prevent Tanglewood Estates from assuming the character of an apartment, renter occupied complex, and, in order to comply with the eligibility requirements for financing of the Federal National Mortgage Association insofar as such criteria provide that a project be substantially owner occupied. Leasing of units shall not be allowed as a regular practice for business, investment, or similar purposes. The Board of Directors shall be empowered to permit reasonable leasing of units upon written application to the Board of Directors. The Board shall consider each application and may in writing permit the leasing of a living unit where necessary to avoid undue hardship on an owner, his or her heirs and mortgagee. Such circumstances of hardship shall include those instances in which an owner must relocate his or her residence and has difficulty selling the unit. In no event, however, shall any living unit be leased except pursuant to a written agreement approved by the Board of Directors.

a) This agreement is to include that the unit be on the selling market the entire time of lease except for in the case of lease with option to buy.

b) The unit will only be allowed to be under lease with option to buy one year. If the lease option expires and the house is not sold, the owner cannot accept another lease option and the owner must reapply for leasing with the Board of Directors. This second agreement will only be affirmed if the house is to be marketed the entire twelve months of the agreement.

c) All agreements are for one year only and must be reapplied for, every twelve months.

d) The owner is required to provide information to the Board if leasee changes in the course of the twelve month period.

e) Subsequent requests to lease must be in writing no less than ninety (90) days prior to the expiration of the leasing agreement.

f) All tenants and their guests are obligated to abide by Tanglewoods Declarations, these Bylaws and all Rules and Regulations of the Association.



## ARTICLE XX

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

All books, records and papers of the Association in the possession of a Board member are the property of the Association. And must be turned over to the remaining Board members at the end of said Board members' term.

## ARTICLE XXI

### GENERAL PROVISIONS

1. Association's right to enter all property or any portion of the greenway areas and recreational facilities when necessary, in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the unit owner as reasonably possible, and any damage caused thereby shall be repaired by the Association or its contractors. Such right of entry shall only be exercised upon presentation of written notice to the individual unit owner; provided, however, if the unit owner does not comply with such written notices at the time when required alterations or repairs are scheduled, or in the event of an emergency originating from or threatening any other unit, the managing agent or his or her representative or any other persons designated by the Board may enter said property whether owner is present or not.

2. The Association, by the vote of the members entitled to exercise a majority of the voting power of the Association, or the Board of Directors, may adopt such reasonable rules and regulations and from time to time amend the same as it or they deem advisable for the maintenance, conservation, beautification of the property, the health, safety, comfort and general welfare of the Association and its' members. Written notice of such rules and regulations shall be given to all unit owners and the property shall at all times be maintained subject to such rules. In the event such rules conflict with the provisions of the Bylaws or the Declarations, the provisions in the Declaration and Bylaws will govern.

3. These Bylaws may be amended at a regular or special meeting of the members with ten (10) percent of the members entitled to vote present or represented by proxy. With a majority vote ruling.

4. Tanglewoods fiscal year will run from January 1 - December 31.

5. Limitation of liability: The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the annual assessment funds, or for any injury or damage to personal property caused by elements or resulting from water that may leak or flow through any portion of the greenway areas and all recreational facilities, or from any water, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles that may be occur upon the greenway areas or any recreational facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the greenway areas and all recreational facilities, or from any action taken by the Association to

comply with any of the provisions of this document or with any law or ordinance, order or directive of any municipality or other governmental authority.

6. Incorporation by reference for resale: In the event any owner sells or otherwise transfers any single family dwelling or townhome unit, any deed purporting to affect such transfer shall contain a provision incorporating by reference the covenants, conditions and restrictions set forth in this document; but failure to include such a provision in any such deed shall not affect the validity, propriety, or enforceability of the covenants, conditions and restrictions set forth in this document or against such sold or otherwise transferred single family dwelling or townhome unit.

7. Consents: Any other provisions of this document to the contrary notwithstanding, the Association shall not, without the prior written consent of the members of record with Quorum of no less than 2/3rds of membership with a majority vote of the Quorum:

A. Abandon or terminate this document; or

B Change the method of determining the obligations, assessments or other charges which may be levied against any single family dwelling or townhome owner, as provided in this document; or

D. By act or omission encumber, mortgage, partition, subdivide, sell, transfer, abandon, or otherwise dispose of the greenway areas or recreational facilities which are owned, directly or indirectly by the Association; or

E. By act or omission change, waive, or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of single family dwellings and/or townhome units, the exterior maintenance of said units, the maintenance of common walls or fences, driveways, upkeep of lawns and painting in the area.

8. Notices: All notices required to be given thereunder shall be deemed to have been properly sent when the notice has been deposited with the United States Postal Service, ordinary mail, postage prepaid and addressed to the owner of a single family dwelling or townhome unit or delivered to the unit by hand.

9. Severability: Invalidation of any provision or restriction set forth herein or any part thereof by an order, judgment or decree of any court of law, equity, or otherwise, shall not validate or affect any other restrictions or any part thereof as set forth herein, but they shall remain and continue in full force and effect.

10. Captions: The captions contained in this document are for convenience only and are not a part of this document and are not intended in any way to limit or enlarge the terms and provisions of this document.

11. The Association, its' Board of Directors or any management companies' failure to enforce any of the rules and regulations and any of these Bylaws above set forth at the time of violation, shall in no event be deemed to be a waiver of the right to do so thereafter.



IN WITNESS WHEREOF, the undersigned has hereunto caused these Bylaws to be signed in its behalf by its' President, thereunto duly authorized to do so, and to be attested to by its Secretary, and has caused its common seal to be affixed, this 25<sup>th</sup> day of April, 1995.



Tanglewood Estates Homes Association  
A not-for-profit corporation

by Daniel A. Rowe  
Daniel A. Rowe, President

Attest: Nancy Patrick  
Secretary Nancy Patrick

State of Kansas )  
County of Johnson ) SS.

On this 25<sup>th</sup> day of April, 1995, before me appeared Daniel A. Rowe and Nancy Patrick, to me personally known who, being by me duly sworn did say that they are the President and Secretary of Tanglewood Estates Homes Association and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of of said corporation by authority of its' Board of Directors and a required 10% majority vote of the membership to rewrite and replace the original Bylaws dated July 1, 1978 and said persons acknowledged said instrument to be the free act and deed of said corporation.

Barbara A. Rowe  
Notary Public

My commission expires:  
December 2, 1998

