

**Declaration of Covenants, Conditions and Restrictions for
CEDAR RIDGE ADDITION**

This Declaration, made on the date hereinafter set forth by LEE HAWORTH CONSTRUCTION COMPANY, INC., a Kansas Corporation, hereinafter referred to as "Declarant", and supersedes the Declaration of Covenants, Conditions and Restrictions filed in the office of the Register of Deeds of Saline County, Kansas on November 12, 2004 in Book 1092 at Page 494. Such prior Declaration is hereby amended and restated in its entirety as provided below.

WITNESSETH:

WHEREAS, Declarant is the Owner of all Lots in Cedar Ridge Addition to the City of Salina, Saline County, Kansas, and

WHEREAS, Declarant has platted Cedar Ridge Addition in accordance with the Zoning and Subdivision Regulations of the City of Salina, Kansas, all as more fully set forth on the Final Plat of Cedar Ridge Addition to the City of Salina, Kansas, recorded in Plat Book PA13, at page 13, the same being incorporated herein by reference,

NOW THEREFORE, Declarant hereby declares that the Lots of Cedar Ridge Addition to the City of Salina, Saline County, Kansas, except as may hereinafter be set forth, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having the right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1
DEFINITIONS

Section 1

"Architectural Review Board" ("ARB") shall mean the review board appointed by the Board of Directors of Cedar Ridge Homeowners Association. Until otherwise changed by a vote of Association, the ARB will be the officers of the Developer.

Section 2

"Association" shall mean and refer to Cedar Ridge Homeowners Association", a Kansas corporation, its successors and assigns.

Section 3

"Property" shall mean and refer to that certain real property described in the final plat of Cedar Ridge Addition to the City of Salina, Kansas, as filed in the Office of the Register of Deed of Saline County, Kansas, being the following-described real estate, to-wit:

Blocks One (1), Two (2), Three (3) and four (4) and Tract B of Cedar Ridge Addition to the City of Salina, Saline County, Kansas.

Section 4

"Common Area" shall mean all real property, improvements and facilities owned by the Association for the common use and enjoyment of the Owners, including specifically the Tract "B" Common Area Drainage Easement. In addition, the Common Area shall include the entrance islands, which shall be maintained by the Association even though they are located within City of Salina right-of-way.

Section 5

“Dwelling” shall mean and refer to each single-family residence occupied as a dwelling by one or more persons.

Section 6

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of all or any part of any Lot which is a part of the Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 7

“Owner’s Responsibility” shall refer to each Owner’s obligation to maintain his Lot and all structures, parking areas, and other improvements comprising the Residence in a manner consistent with all applicable standards and covenants unless such maintenance responsibility is otherwise assumed or assigned to the Association by the Declaration, any Supplemental Declaration or any other declaration of covenants applicable to such Lot.

Section 8

“Declaration” shall mean and refer to this Declaration of Covenants Conditions and Restrictions and any amendments thereto applicable to the Property recorded in the Office of the Register of Deeds of Saline County, Kansas.

Section 9

“Member” shall mean and refer to persons entitled to membership in the Association. Membership shall be appurtenant to an may not be separated from ownership of any Lot which is part of the Property.

Section 10

“Developer” shall mean and refer to Lee Haworth Construction Company, Inc.

Section 11

“Lot” shall mean and refer to each lot shown on the recorded Cedar Ridge Addition plat

Section 12

“Association Duties” shall be, except as otherwise specifically provided herein, the maintenance, repair and replacement of the Common Area, including the drainage easement and entrance islands. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public which the Board of Directors determines to be necessary or desirable for the benefit of the Property.

ARTICLE 2
OWNERS RIGHTS

Section 1

“Owners easements of enjoyment.” Every Member of the Association shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable maintenance assessments and assessments for capital improvements as hereinafter set forth;
- b. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulation;

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to vote three-fourths (3/4) of all the votes of all the votes of the membership agreeing to such dedication or transfer has been approved in writing by such public agency, authority, or utility, and recorded in the office of the Register of Deeds of Saline County, Kansas.

Section 2

"Delegation of Use." Any Member of the Association may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to his tenant or contract purchaser who occupies the Lot.

Section 3

"Title to Common Area." Title to the Common Area other than the entrance islands shall as soon as possible after execution of this Declaration be deeded or assigned to the Association. The entrance islands shall continue to be owned by the city of Salina but maintained by the Association.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS

Section 1

Every Owner of a Lot which is a part of the Property shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2

The Association shall have two classes of voting membership.

Class A. Class A Membership shall be all Owners, except the Developer, Lee Haworth Construction Company, Inc., their heirs, devisees, legal representatives, and certain assigns as hereinafter provided. Class A Members shall be entitled to one vote per each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. 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 Lot.

Class B. Class B Members shall be the Developer, Lee Haworth Construction Company, Inc., its legal successors in interest, who shall be entitled to four votes for each Lot owned.

Section 3

Class A membership in the Association and the right of representation, including the right to vote at any meeting of the Association Members, shall terminate upon the sale of the Lots owned by said Member. The Class B membership shall cease when all the Lots owned by the Developer are sold.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1

Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each subsequent Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by such successors.

Section 2

Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the continuance of the Association and the operation, improvement and maintenance of the Common Area.

Section 3

Annual Assessment. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot so that the aggregate amount collected shall equal the estimated costs of operating and maintaining the Association and Common Area as such costs shall be determined by the Board of Directors.

Section 4

Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of seventy-five percent (75%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for said purpose.

Section 5

Notice and Quorum for any Action Authorized under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast seventy-five percent (75%) of all the votes of the membership shall constitute a quorum.

Section 6

Rate of Assessment. Both the annual and special assessments shall be fixed at a uniform rate for all Lots. The uniform rate for each Lot shall be the same rate as charged to each other Lot in the Property (i.e. each Lot shall be charged at the same rate as each other Lot is charged in the Property), provided, however, until all the streets in the Property have been completed, assessments may be disproportionately charged to those Lots located on the completed streets.

Section 7

Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual calendar year assessment. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. Both annual and special assessments shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8

Nonpayment of Assessments: Remedies of the Association. Any assessment not paid on or before the due date shall bear interest from the due date at the rate of 4% over the prime rate at Sunflower Bank, N.A., Salina, Kansas, or in the event that said rate is usurious, then at the highest rate then permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9

Subordination of Lien to First Mortgage. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage, but shall not be subordinate to the lien of any subsequent mortgages of record on any Lot. Sale or transfer of any Lot shall not affect the assessment lien.

Section 10

Improvements and Assessments by Governmental Agency. Nothing in this Declaration shall be deemed to prevent the required majority of Owners from submitting a petition to the City Commissioners of Salina, Kansas, or other appropriate governmental agency for the repair, maintenance or replacement of the Common Area in accordance with applicable improvement and assessment laws of the State of Kansas, which right may be exercised by the Owners at any time and from time to time. In the event the Association or the Owners fail to maintain the entrance islands located in the City of Salina right of way, the City may perform the maintenance required and assess the costs thereof ratably to all of the Lots located in the Property.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1

Architectural Review Board. The Architectural Review Board, hereinafter referred to as "ARB", shall consist of the officers of the Developer, provided, however, at the first annual meeting the Board of Directors of the Association, the Board of Directors may appoint the members of the ARB. A majority of the ARB may designate a representative to act for it. In the event of the death or resignation of any member of the ARB nor its designated representative shall be entitled to any compensation for services rendered under this covenant.

Section 2

Approval of Plans. All structures on the Property shall be of such design and type as to be conducive to the creation of an attractive residential development and harmonious atmosphere. No building, structure, fence, wall, coping or any structure whatsoever (including driveways, sidewalks, decks and patios) shall be erected, placed, remodeled, added to or altered until there shall be submitted to the ARB sufficient building plans (including site plans, topography, finished ground elevation and other specifications) and a sufficient description for each allowed type of improvement for its review and approval or rejection. The ARB may take into consideration the direction that a dwelling may set with regard to Lot lines and may also designate minimum and maximum elevations of any homes and other structures. Approval by the ARB of all fences as to type, height, quality of materials and workmanship shall be required. In no event shall the ARB or any individual member of the ARB be liable to any person for the ARB's action in connection with submitted plans and specifications, unless it shall be shown that the ARB or said member acted with malice or wrongful intent.

Section 3

Procedure. All plans and specifications for proposed improvements to any Lot on the Properties shall be submitted to the ARB by either personal delivery to the resident agent of the Association, or by mailing said plans and specifications by certified mail, return receipt requested, to said resident agent. The ARB's approval or disapproval of said plans and specifications as required by these covenants shall be in writing. In the event the ARB or its designated representative fails to give written approval or disapproval within thirty (30) days after the plans and specifications have been personally delivered to the Association's resident agent or have been received by the Association's resident agent by certified mail, return receipt requested, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the foregoing covenant shall be deemed to have been fully complied with.

ARTICLE VI
LAND USE AND COVENANTS

Section 1

Covenants Running with the Land. Use, development and improvement of all Lots shall be subject to the restrictions set forth in this ARTICLE VI which shall be Covenants Running with the Land.

Section 2

General Purpose. The Property described herein is subject to the covenants and restrictions, conditions, reservations, liens and charges hereby declared (i) to ensure the best use and the most appropriate development for each Lot therein; (ii) to protect the Owners of Lots against such improper use of surrounding Lots and will depreciate the value of the Property; (iii) to preserve so far as practical, the natural beauty of the Property; (iv) to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuited materials; (v) to obtain harmonious color schemes; (vi) to ensure the highest and best development of the Property; (vii) to encourage and secure the erection of attractive homes thereon, with the appropriate locations thereof on the Lots to prevent haphazard and inharmonious improvement of Lots; (viii) to secure and maintain property setbacks from streets and adequate free spaces from structures; and (xi) in general, to provide adequately for a high quality type of improvement in said Property and thereby to enhance the values of investments made by purchasers of the Lots.

Section 3

Land Use. All Lots shall be known and described as residential lots and shall be used only for single family residential purposes. No building shall be erected, altered or placed or permitted to remain on any lot, other than one single family structure or outbuildings approved by the ARB.

Section 4

Temporary Structures. No structure of a temporary character mobile home, trailer, basement, tent, shack, garage or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently, or as a storage facility. Any contractor for the period of construction may use a temporary structure for the convenience of the building contractor. All outbuildings of either a temporary or permanent nature regardless of usage, including dog pens and dog runs, must be screened from view of the neighboring Dwelling (except building contractors as provided above), and will be subject to approval by the ARB.

Section 5

Roofs. All buildings erected on any Lot, including approved outbuildings, shall have a least thirty year shingle, cedar, slate or tile roofs. Flat roofs will be permitted on the back side of the Dwelling only with a maximum of twenty-five (25%) of the structure's roof being flat. The ARB may approve a variance for certain types of flat roof construction on the front of home if the ARB deems the architectural style to be acceptable. No earth-berm Dwellings will be permitted.

Section 6

Drain Tile. Some form of drain tile shall be required in or around all basements.

Section 7

Garages. All garages must be attached to the main Dwelling structure and must be fully enclosed. All variances must be approved by the ARB.

Section 8

New Construction. All construction on the Lots shall be new construction. No house, garage or other building shall be moved into any Lot, including houses constructed elsewhere. Manufactured homes or mobile homes are prohibited.

Section 9

Replacements. Any replacement of all or any portion of a structure because of age, casualty loss or other reason, including exterior siding, paint and roof shall be of the same material and color as the original structure. Any deviations from the original material and paint color must be approved in the writing by the ARB.

Section 10

Retaining Walls. All retaining walls must be approved by the ARB for location and building material type.

Section 11

Dirt/Rubble. Any dirt or rubble type material that has been imported and dumped on a Lot must be used for construction of the Dwelling or shaped in a manner to allow mowing of the area effected by the dumping.

Section 12

Driveways. No gravel driveways of any kind will be allowed in the Addition. All driveways

Section 13

Placement. No homes will face Cedar Ridge Drive or Marymount Road. No parking will be allowed on Cedar Ridge Drive.

Section 14

Construction Deadlines. Construction on any Lot shall commence within two (2) years of the date of delivery of a deed from Developer. If construction is not commenced within two (2) years Developer shall have the option, at its discretion, to repurchase the Lot at its original sale price. The Lot Owner shall not be reimbursed for interest, property taxes, special assessments, association dues or any other costs associated with the Lot except the original purchase price. After plans and site plans have been approved by the ARB for an additional three (3) months if said extension is made necessary by reason of inclement weather, inability to obtain material, the Dwelling being to large to complete in nine (9) months, strikes, or act of God.

Section 15

Dwelling Size. Dwellings constructed upon the Property shall be subject to the following size conditions:

- A. The finished floor area of a true one-story ranch-style Dwelling (i.e. all finished living space is contained on one level) shall contain floor area of fully enclosed building of not less than 1,800 square feet of finished living space.
- B. The finished floor area of a Dwelling in which there is an elevation change greater than a three (3) feet on one level (i.e. split level, one and one-half story, two story) shall contain a floor area of fully enclosed building of not less than 2,000 square feet of finished living space.
- C. Dwellings containing more than two (2) levels of finished living space above the front grade elevation will be subject to approval by the ARB.

In Computing such minimum areas, the area of basements, walk-out basements, open porches, screened-in porches and garages shall not be considered.

Section 16

Utility Lines. All newly installed electrical, telephone, and cable television lines shall be underground. No newly installed overhead wiring of any nature shall be allowed.

Section 17

Antennas. Any antenna associated with transmitting or receiving (i.e. television, radio, satellite) will be permitted in rear areas only and must be screened from view from adjacent Lots. No such free-standing structure exceeding twelve (12) feet in height will be permitted. These restrictions apply to satellite dishes.

Section 18

Solar Collectors. Flat panel solar collectors on roofs are not permitted. Non-visible solar collectors may be permitted at the discretion of the ARB.

Section 19

Building Location. No building shall be located on any Lot nearer than thirty (30) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line or ten (10) feet on any interior side property lot line. The ARB may change building location when unusual circumstances prevail.

Section 20

Fences. No fence, wall (other than a retaining wall) or similar type barrier of any kind shall be constructed, erected or maintained on any Lot for any purpose whatsoever except those fences or walls as may be approved by the ARB. Plans for fencing shall be submitted with the site or landscape plans, and shall include types and colors of materials, height, and locations of gates. Barbed wire fences, plastic or vinyl fencing, and chain link fencing of any type shall not be allowed. Fences that are approved must place the best side of the fence towards the street and/or adjacent lots. All corner lots will have two (2) fronts to consider for location of fences. Developer shall install a split rail fence at and along the rear lot line of the Lots adjoining the Elks Country Club (Now- Great Life golf course). The owners of the Lots on which the split rail fence is located shall be responsible for the maintenance, repair, and, if required, the replacement of such split rail fence. No other type of fence shall be permitted along the Elks Country Club property (Now-Great Life golf course) property line.

Section 21

Signs. No signs, billboards, or other advertising structure of any kind shall be erected, constructed or maintained on any individual Lot for any purpose whatsoever, except for identification of residence or for the purpose of identifying the individual property for sale. When a Dwelling is being built or remodeled the contractor will be allowed to put up a sign to identify the contractor. Temporary entrance signs will be allowed at the entrances of the Addition to identify the development and the Developer. Permanent entrance signs may be installed by the Developer and in which event the Association shall be responsible for the maintenance of such signs.

Section 22

Animals, Livestock and Poultry. No animals, livestock, pot belly pigs, or poultry of any kind shall be raised, bred or kept on any Lot or Dwelling, except dogs, cats, or other house pets as may be approved by the ARB. There shall be no more than three (3) cats and dogs permanently kept in a Dwelling, excluding litters of puppies or kittens that may be kept at the Dwelling until such time as they are old enough to be removed from their mother to be sold or given away. All dog pens and dog runs must be approved by the ARB.

Section 23

Nuisances. No noxious or offensive activity shall be carried on upon any Lot or in any Dwelling, either as a hobby or a business, nor shall anything be done thereon which shall be illegal nor may any activity be carried on which causes an annoyance or nuisance to the neighborhood. The Lot Owners shall keep all weeds and grass mowed in compliance with the City of Salina Code provisions. In the event the same are not kept in compliance with said Code, the Developer may mow the same and assess the charge back to the Lot Owner.

Section 24

Parking. On street parking may not exceed forty-eight (48) hours. Parking or storage of motor boats, houseboats or other similar water born vehicles, recreational vehicles and equipment including campers, trailers, trucks, and race cars will be permitted only in an attached, enclosed garage with the exception that recreational vehicles or boats may be stored on a temporary basis for not more that twenty-four (24) hours on the street or driveway.

Section 25

Automobiles. No inoperative automobile or automobiles without a valid license shall be placed upon any Lot for more than forty-eight hours unless stored or parked in a garage.

Section 26

Commercial Vehicles. No commercial type vehicles, trucks, or trailers shall be stored or parked on any Lot except in an enclosed garage, nor parked on any residential street except while engaged in transportation to or from a Dwelling. For the purpose of this covenant, a one ton or smaller vehicle, commonly known as a pickup truck and which is used for commercial purposes, shall not be deemed to a commercial vehicle or truck.

Section 27

Easements Lee Haworth Construction Company, Inc., its successors and assigns, reserve the right to grant in the plat of the Addition easements along all lot lines for installation and maintenance of utilities. Any fencing, shrubbery, trees or plantings placed within said easements will be at the Lot Owners Risk. Other than fencing, no buildings or permanent structures of any kind shall be built over or across said easements.

Section 28

Landscaping. Vegetable gardens will not be permitted in the front or side yard areas. No Bermuda or buffalo variety grasses will be allowed on any Lot. All lot Owners shall be required to provide a landscape plan that shows proposed trees, shrubs, and lawn area upon or before occupancy of their Dwelling. Such plan must be presented to the ARB for approval before the landscape work begins. All landscaping shall be done in a timely manner; it being understood that weather conditions may affect the time for completion of the landscaping.

Section 29

Water Wells. Because of the concern that underground water may be brackish and unfit for domestic use, water wells are prohibited unless specifically approved by the ARB after appropriate tests have been performed necessary to establish the quality of the water and its appropriate use.

Section 30

Mail Boxes. All mail box stands in the addition shall be made of a brick or stone that will blend with the Dwelling on the Lot. A coach light shall be located on top of each mail box stand.

Section 31

Basketball equipment, clotheslines, garbage containers, tanks, etc. No clotheslines or above ground storage tanks shall be placed, kept or stored outside the Dwelling on any Lot. Garbage containers may temporarily be placed outside the Dwelling on the day scheduled for garbage pickup while awaiting pick up, but shall be promptly removed following garbage pick-up. Garbage containers and other similar items when stored by the Dwellings and permitted on the Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be stored in appropriate containers and shall be regularly removed from the Property and shall not be allowed to accumulate thereon. No basketball hoops or backboards shall be attached to any structure on a Dwelling other than a free-standing pole beside any driveway of the Dwelling on the Lot.

Section 32

Pools. No above-ground pools shall be erected, constructed or installed on any Lot.

ARTICLE VII
EASEMENTS

Section 1

Plat Dedication. An easement or license to the public to locate, construct and maintain or authorize location, construction and maintenance of conduit, water, gas and sewer lines or required drainage channels or structures upon the Lots has been dedicated by the Declarant on the Final Plat of Cedar Ridge Addition, recorded in Plat Book PA13, at page 13 records of the Register of Deeds of Saline County, Kansas. Within these easement or license

damage or interfere with the installation and maintenance of said public utilities, sewer lines, television lines, gas lines, water lines, and drainage facilities, or which may change the direction of flow of drainage channels on the easements, or which may obstruct or retard the flow of water through drainage channels on the easements. The easement or license area of each Lot and all improvements in it shall be maintained continuously by the Owner of said Lot, except for those improvements for which a public authority or utility is responsible.

Section 2

Blanket Utility Easement. There is hereby created a blanket easement upon, across, over and under all utility lines as now installed on the Property, be it upon, across over or under a Lot or the Common Area on the Properties; said easement shall include the privilege of repairing and maintaining all such utility and service lines and systems, including but not limited to water, sewer, gas, telephone, electricity, television cable, or communication lines and systems. By virtue of this blanket easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on either a Lot or on the Common Area of the Property. Notwithstanding anything to the contrary contained in this paragraph no sewer may ne installed or relocated anywhere on the premises except as initially installed or as subsequently approved buy the Architectural Review Board. In the event there are two or more Owners of Lots who jointly use a common water, sewer or utility line, then each Owner thereof shall have a reciprocal easement for the purpose of installing repairing, and maintaining the common utility line.

ARTICLE VIII GENERAL PROVISIIONS

Section 1

Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and easements, now or hereafter imposed by the provisions of this Declaration.

Section 2

Amendment. The covenants, restrictions and easements of this Declaration shall run with and bind the land for a period of twenty (20) years from date of recording in the Office of the Register of Deeds, and, unless earlier amended as hereinafter provided. Thereafter, the conditions, covenants, restrictions and easements of this Declaration shall be deemed to have been automatically renewed for successive terms of ten (10) years, this Declaration may be amended, and such amendment shall be effective only if the same is executed by Members entitled to vote not less than seventy-five percent (75%) of all of the votes of the membership. Furthermore, no amendment of this Declaration in any way pertaining to the entrance islands shall be effective unless the consent to such amendment is obtained from the City of Salina. Additionally, any such amendment shall not become effective until the same is recorded in the Office of the Register of Deeds of Saline County, Kansas. The provisions herein providing for the maintenance of the entrance islands, including the assessments therefor, shall survive the termination of this Declaration.

Section 3

Equal Treatment of Owners. These restrictions shall be applied to all Owners without discrimination.

Section 4

Invalidity. Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability, or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 5

Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 6

Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration nor the intent of any provision hereof.

IN WITNESS WHEREOF, the undersigned Declarant, owner of all of the lots and blocks in Cedar Ridge Addition, has caused this Declaration of Covenants, Conditions and Restrictions to be executed this 17th day of November, 2004.

NOTE: THIS IS A WRITTEN COPY OF THE ORIGINAL Declaration of covenants, conditions and restrictions.