

or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets, or the judgment debtor.

#### **ARTICLE XIV Amendment**

- 14.1 Amendments to Declaration. Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a Majority of the Community Association Board Members prior to its adoption by the Community Association Members. Amendments may be adopted at a meeting of the Community Association Members upon the approval thereof of two-thirds of all of the Community Association Members entitled to vote thereat, or without any meeting if all Community Association Members have been dually notified and if two-thirds of all of the Community Association Members entitled to vote at such a meeting, if held, consent in writing to such amendment. In all events, the amendment when adopted shall bear the signature of the President of the Community Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Community Association. Amendments once properly adopted shall be effective upon the recording of the Amendment to the Declaration in the appropriate governmental offices.
- 14.2 Effect of Amendment. It is specifically covenanted and agreed that any amendment to this Declaration properly adopted will be completely effective to amend any and all of the easements, covenants, conditions, and restriction contained herein which may be affected and any or all clauses of this Declaration, unless otherwise specifically provided in the Section being amended or the amendment itself.
- 14.3 Required Approvals. Notwithstanding the provision of the foregoing sections of this Article XIV:
- (a) If this Declaration or any applicable provisions of law requires the consent or agreement of additional parties, or a specified percentage thereof, for any action specified in this Declaration, than any instrument changing, modifying, or rescinding any provision of this Declaration with respect to such action shall be signed by all such parties, as required by this Declaration or by said law.
  - (b) Until ninety-five percent (95%) of all land (including land with any Annexation Property) has been sold to third parties, and Developer owns less than two (2) acres of land this Declaration may not be amended by the Community Association Members pursuant to this Article XIV without the written consent of the Developer, which may be withheld for any reason.
- 14.4 Developer's Right to Amend. Notwithstanding any other provision of the Article XIV, until ninety-five percent (95%) of all land (including land with any Annexation Property) has been sold to third parties, and Developer owns less than two (2) acres of land, the Developer reserves the right to amend this Declaration without the approval of the Community Association Board, the Community Association Members, or any Owner or other Person; provided, however, that no such amendment shall have the effect of changing the Plat of an Owner's Lot without the consent of the Owner.

**ARTICLE XV**  
**General Provisions**

- 15.1 Notice. Notices provided for in this Declaration, or the Community Association Bylaws, or Community Association Rules, shall be in writing and shall be addressed to the Community Association at the address specified in the Community Association Bylaws. The Community Association may designate a different address or addresses for notice by giving written notice of such change of address to all Community Association Members at such time. All notices to Community Association Members shall be to the last address shown on the records of the Community Association. Any Community Association Member may designate a different address or addresses for notices to it by giving written notice of its change of address to the Community Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgement of receipt thereof.
- 15.2 Captions and Exhibits; Construction. Caption given to various Sections herein, are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein are incorporated as though fully set forth where such reference is made. The provisions of this Declaration shall be constructed to effectuate its purpose of creating a uniform plan for the development and operation of the Community as hereinabove set forth.
- 15.3 Severability. If any provision of this Declaration, the Community Association Articles or Bylaws, or Community Association Rules, or any section, clause, sentence, phrase, or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration, the Community Association Articles or Bylaws, or Community Association Rules, and the application of any such provision, section, sentence, clause, phrase, or word in any other circumstances, shall not be affected thereby, and the remainder of this Declaration, the Community Association Articles or Bylaws, or Community Association Rules shall be constructed as if such invalid part were never included therein.
- 15.4 Term. This Declaration shall continue in full force and effect (subject, however, to the right to amend as herein provided) until January 1, 2060. Thereafter, unless one (1) year prior to January 2, 2060, there shall be Recorded by an instrument directing the termination of this Declaration signed by at least two-thirds (2/3) of all Community Association Members then entitled to vote, this Declaration shall be automatically continued without any further notice for an additional period of ten (10) years and thereafter successive periods of ten (10) years each; provided, that within one (1) year prior to the expiration of any such ten (10) year period, this Declaration may be terminated as set forth in this Section.
- 15.5 Rule Against Perpetuities. If any of the options, easements, privileges, covenants, or rights created by this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue until twenty-one (21) years after the death of the last survivor of the now living descendants of Joseph P. Kennedy.
- 15.6 Mortgage of Lots. Each Owner shall have the right, subject to the provisions hereof, to separately mortgage his or her Lot. No Owner shall have the right or authority to make or create, or cause to be made or created any Mortgage, or other lien or security interest, on or affecting the Community or any part thereof, except only to the extent of his or her Lot.

- 15.7 Power of Authority. Whenever the Community Association is granted rights, privileges, or duties in this Declaration, the President shall have the authority to act for the Community Association, unless such right and power is expressly reserved to the Community Association Board. Further, unless otherwise specifically restricted by the provisions of this Declaration, wherever the Community Association is empowered to take any action or do any act, which may at any time be deemed to require the act of an Owner or Community Association Member, the Owners and Community Association Members and each of them hereby constitute and appoint the Community association Members as their attorney-in-fact, as may be appropriate for the purposes of taking such action or doing such acts including, but not limited to, executing, acknowledging, and delivering any instruments or documents necessary, appropriate or helpful for such purposes. It is acknowledged that this power of attorney is irrevocable and coupled with an interest and by becoming a Member of a Community Association, or by the acceptance of a deed for a Lot, or by signing a contract for purchase of a Lot, or by succeeding in any other manner to the ownership of a Lot, or any interest therein, each Owner and Community Association Member shall be deemed and construed to have ratified and expressly granted the above power of attorney.

#### ARTICLE XVI Rights and Obligations

Each grantee of the Developer or of any Owner, by the acceptance of a deed of conveyance, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each Person acquiring a membership in the Community Association, and the heirs, successors, and assigns of the foregoing Persons, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges and the jurisdiction, rights, and powers created or reserved by this declaration, and all rights benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and equitable servitudes, and shall bind any Person having at any time, any interest or estate in said land, and shall inure to the benefit of any such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, purchase contract, or instrument evidencing or creating such interest.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed.

**MILL POINTE LAND COMPANY, LLC**

By:   
Angela R. Schultz, Authorized Member

**DEVELOPER**

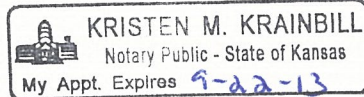
STATE OF KANSAS, COUNTY OF RILEY, ss.

On this 27 day of December, 2010, before me, a Notary Public in and for the said county and state, personally appeared Angela R. Schultz, authorized member of Mill Pointe Land Company, LLC, a Kansas Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument and acknowledged that she executed the same of her free act and deed, and the said Angela Schultz further declared that she is the Authorized Member of Mill Pointe Land Company, LLC and the execution thereof was authorized on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kristen M. Krainbill  
Notary Public

My Appointment Expires:

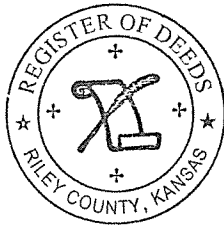


**EXHIBIT "A"**  
**OF DECLARATION**  
**OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR THE**  
**GRANDE BLUFFS COMMUNITY**

Lots 1 through 15 inclusive, Grande Bluffs at Mill Pointe Unit, One, to the City of Manhattan, Riley County, Kansas, as set forth on the recorded plat thereof, recorded in Plat Book K, Page 170, in the office of Register of Deeds of Riley County, Kansas; Subject to easements and restrictions of record.

**EXHIBIT "B"**  
**OF DECLARATION**  
**OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR THE**  
**GRANDE BLUFFS COMMUNITY**

(Attach sign easement for Lot 1)



Debra J. Register  
Register of Deeds  
Riley County, Kansas  
Book:844 Page:1762  
Receipt #: 156015 Total Fees: \$12.00  
Pages Recorded: 2  
Date Recorded: 12/21/2010 2:00:10 PM

## EASEMENT FOR SIGN

KNOW ALL PERSONS BY THESE PRESENTS:

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, Mill Pointe Land Company, LLC, a Kansas Limited Liability Company, hereinafter referred to as the grantor, does hereby grant and convey unto Grande Bluffs Home Owners Association, a Kansas Corporation, and its successors and/or assigns, hereinafter referred to as the grantee, an easement over, across, under and upon the following described tract of land, to wit:

A tract of land in the Southeast Quarter of Section 22, Township 10 South, Range 7 East of the 6<sup>th</sup> Principal Meridian, in the City of Manhattan, Riley County, Kansas being a portion of Lot 1, Grande Bluffs at Mill Pointe, Unit One, an addition to the City of Manhattan, Riley County, Kansas as recorded in Plat Book K on Page 670 at the Riley County Register of Deeds office, more particularly described as follows:

BEGINNING at the Northeast Corner of said Lot 1, Grande Bluffs at Mill Ponte Unit One;

THENCE South 17 degrees 31 minutes 40 seconds West, along the East line of said Lot 1, a distance of 16.00 feet;

THENCE North 72 degrees 28 minutes 20 seconds West a distance of 20.00 feet;

THENCE North 17 degrees 31 minutes 40 seconds East a distance of 20.27 feet to a point on the North line of said Lot 1;

THENCE, along said North line of Lot 1, South 60 degrees 24 minutes 56 seconds East a distance f 20.45 feet to the POINT OF BEGINNING. Said tract contains 0.008 acres, more or less.

The easement granted herein is permanent in character and is granted for the purpose of locating, constructing, and maintaining thereon a permanent developer's sign and indicating the name of the subdivision, "Grande Bluffs at Mill Pointe", and other pertinent information thereon as may be necessary to identify said subdivision;

Grantee will see that proper materials are used and sign conforms to the area. Grantee will at its own expense, save and protect the grantor herein, its successors and assigns, from any loss, injury or damage by reason of the uses and purposes granted herein. The grantor and/or grantee herein, their successors and assigns, shall, after the completion of the work, have the right and privilege to use the balance of the aforesaid described property for the growing of grass and other vegetation, but grantee shall at all times gave the right to enter upon said lands for the care and maintenance of its sign and for the installation of new signs which may be required and necessary in the future. Grantee shall be required to place the easement tract in a neat and slightly condition after the completion of the sign, as herein provided.

**Book: 844 Page: 1762**



Riley County Scanning Label

IN WITNESS WHEREOF, the grantor has hereunto set its hand to this easement on this 21 day of December, 2010.

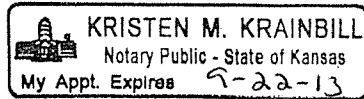
Mill Pointe Land Company, LLC, a Kansas Limited Liability Company

[Signature]  
By: Angela Schultz, Authorized Member

STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED, That on this 21 day of December, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, cam Angela Schultz, Authorized Member of Mill Pointe Land Company, LLC, who is known to me to be the dame person who executed, as said member, the foregoing instrument of writing on behalf of said corporation, and duly acknowledged the execution of the same to be the act and deed of said company. IN TESTIMONY WHEROF, I have hereunto set my hand and affixed my notarial seal on the day and year last written above.

My Commission Expires: 9-22-13

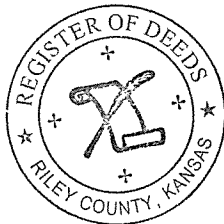


[Signature]  
Notary Public



**EXHIBIT "C"**  
**OF DECLARATION**  
**OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR THE**  
**GRANDE BLUFFS COMMUNITY**

(Attach sign easement for Lot 15)



Debra J. Register  
Register of Deeds  
Riley County, Kansas  
Book:844 Page:1764  
Receipt #: 156015 Total Fees: \$12.00  
Pages Recorded: 2  
Date Recorded: 12/21/2010 2:00:11 PM

## EASEMENT FOR SIGN

KNOW ALL PERSONS BY THESE PRESENTS:

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, Mill Pointe Land Company, LLC, a Kansas Limited Liability Company, hereinafter referred to as the grantor, does hereby grant and convey unto Grande Bluffs Home Owners Association, a Kansas Corporation, and its successors and/or assigns, hereinafter referred to as the grantee, an easement over, across, under and upon the following described tract of land, to wit:

A tract of land in the Southeast Quarter of Section 22, Township 10 South, Range 7 East of the 6<sup>th</sup> Principal Meridian, in the City of Manhattan, Riley County, Kansas being a portion of Lot 15, Grande Bluffs at Mill Pointe, Unit One, an addition to the City of Manhattan, Riley County, Kansas as recorded in Plat Book K on Page 670 at the Riley County Register of Deeds office, more particularly described as follows:

BEGINNING at the Northwest Corner of said Lot 15, Grande Bluffs at Mill Pointe Unit One;

THENCE along the West line of said lot 15, South 17 degrees 31 minutes 40 seconds West a distance of 27.43 feet to the TRUE POINT OF BEGINNING:

THENCE South 72 degrees 28 minutes 20 seconds East a distance of 20.00 feet;

THENCE South 17 degrees 31 minutes 40 seconds West a distance of 16.00 feet;

THENCE, North 72 degrees 28 minutes 20 seconds West a distance of 20.00 feet to the West line of said Lot 15;

THENCE along the said West line of Lot 15, North 17 degrees 31 minutes 40 seconds East a distance of 16.00 feet to the POINT OF BEGINNING.

Said tract contains 0.007 acres, more or less.

The easement granted herein is permanent in character and is granted for the purpose of locating, constructing, and maintaining thereon a permanent developer's sign and indicating the name of the subdivision, "Grande Bluffs at Mill Pointe", and other pertinent information thereon as may be necessary to identify said subdivision;

Grantee will see that proper materials are used and sign conforms to the area. Grantee will at its own expense, save and protect the grantor herein, its successors and assigns, from any loss, injury or damage by reason of the uses and purposes granted herein. The grantor and/or grantee herein, their successors and assigns, shall, after the completion of the work, have the right and privilege to use the balance of the aforesaid described property for the growing of grass and other vegetation, but grantee shall at all times have the right to enter upon said lands for the care and maintenance of its sign and for the installation of new signs which may be required and necessary in the future. Grantee shall be required to place the easement tract in a neat and slightly condition after the completion of the sign, as herein provided.

**Book: 844 Page: 1764**



Riley County Scanning Label