

TABLE OF CONTENTS

BYLAWS	3-8
COVENANTS & RESTRICTIONS	9-16
DEFINITIONS.....	17-21
USE OF COMMON PROPERTIES	22-23
FENCING REGULATIONS	24
DOCK & MEETING REGULATIONS.....	25
BOATING REGULATIONS	26-27
CAMPING REGULATIONS	28
A. T. V. REGULATIONS	29
CONSTRUCTION REGULATIONS.....	30-32
FINES AND FEES.....	33-34
NOTES	35

Left

Blank

Intentionally

BYLAWS
SUGAR VALLEY LAKE HOMES ASSOC., Inc
(as last amended at the Annual Meeting of the Members held on Jan. 13, 1996/updated May 21,2026)

ARTICLE I

DEFINITIONS:

Section 1. "Association" shall mean and refer to the Sugar Valley Lakes Homes Association, a non-profit corporation organized and existing under the laws of the State of Kansas.

Section 2. "The Properties" shall mean and refer to the properties legally described in Article II, Section 1 of the Declaration of Covenants and Restrictions, filed of record April 25, 1973 in Linn County, Kansas, in Book MS22 at Page 71, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article VI, Section 3, herein.

Section 3. "Common Properties" shall mean and refer to lakes, parks, playgrounds, swimming pools, golf courses, commons, streets, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within the Properties.

ARTICLE II

LOCATION:

Section 1. The principal office of the Association shall be located at Sugar Valley Lakes, Kansas.

ARTICLE III

MEMBERSHIP:

Section 1. Every person or entity who (a) is a purchaser, as defined in Article I, Section 1 (f) of the Declaration of Covenants and Restrictions, of any Lot, which is subject to covenants of record to assessment by the Association; or (b) is an Owner of any lot which is subject to covenants of record to assessment by the association, shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article VI, Section 9 of the Declaration of Covenants and Restrictions to which The Properties are subject as recorded April 25, 1973 at Linn County, Kansas.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Article III, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common Properties and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE IV

VOTING RIGHTS:

Section 1. Each Member of the Association shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1, Article III, hereof. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to such lot.

ARTICLE V

PROPERTY RIGHTS / RIGHTS OF ENJOYMENT OF COMMON PROPERTY:

Section 1. Each Member, the Member's spouse and the Member's children, eighteen (18) and under and unmarried, shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by the Deed of Dedication and Article V of the Declaration of Covenants and Restrictions applicable to the Properties.

Section 2. Any Member may delegate his rights of enjoyment in the common Properties and facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such Member shall notify the Secretary in writing of the name of such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the Member.

ARTICLE VI

ASSOCIATION PURPOSES AND POWERS:

Section 1. the corporation does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The purpose for which it is formed are:

To promote the health, safety and welfare of the residents within the Properties legally described in the Declaration of Covenants and Restrictions dated April 25, 1973, recorded in Linn County, Kansas in Book MS22 at Page 71, and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in Section 3 herein, hereinafter referred to as The Properties, and for this purpose to:

- (A) own, acquire, build, operate and maintain lakes, recreation parks, playgrounds, Swimming pools, golf courses, commons, streets, footways, including buildings, Structures, personal properties incident thereto, hereinafter referred to as the Common Properties and facilities;
- (B) maintain unkempt lands or trees on common properties;
- (C) supplement municipal services;
- (D) fix assessments (or charges) to be levied against The Properties;
- (E) pay taxes, if any, on the Common Properties and facilities; and
- (F) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties.

Section 2. The corporation shall have power to mortgage its properties only to the extent authorized under the recorded Covenants and Restrictions applicable to said properties.

The total debts of the corporation, including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of two years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 3. The corporation shall have power to add to and dispose of its real properties only as authorized under the recorded Covenants and Restrictions applicable to said properties.

ARTICLE VII

BOARD OF DIRECTORS:

Section 1. Board of Directors: Selection and Terms of Office. The affairs of the corporation shall be managed by a Board of five (5) Directors, who shall be Members of the corporation. The Members shall elect five (5) Directors each for a term of three (3) years every three (3) years beginning from the first annual meeting which was held on January 5, 1974. Two (2) Directors to fill the two vacancies created by this amendment to the Articles of Incorporation and the Bylaws shall be elected at the meeting at which this amendment is approved by the Members and shall serve until the next regular meeting of the Directors. The two (2) Directors created by this amendment shall be owners or purchasers of property located at Hidden Valley Lakes, and three (3) Directors shall be owners or purchasers of property located at Sugar Valley Lakes.

Section 2. Vacancies in the Board of directors shall be filled by the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the Members, who may make such election at the next Annual Meeting of the Members or at any Special Meeting duly called for that purpose.

ARTICLE VIII

ELECTION OF DIRECTORS; NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded Covenants and Restrictions applicable to the Properties. The names receiving the largest number of votes shall be elected.

Section 2. Members who wish to be a candidate for the Board of Directors shall be placed on the ballot by the Nominating Committee provided that the candidate meets the requirements for membership provided for in Article III of these Bylaws.

Section 3. 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 prior to each annual Meeting of the Members to serve from the close of such annual Meeting until the close of the next Annual Meeting and such appointment shall be announced at each such Annual Meeting.

Section 4. The Nominating Committee shall place, on the ballot, no fewer candidates than the number of vacancies that are to be filled. Candidates shall submit their names no less than forty-five (45) days prior to the date of the Annual Meeting. Candidates' names shall be placed on a written ballot, as provided in Section 5 of this Article in advance of the time fixed in Section 5 of this Article, for mailing of such ballots to the Members.

Section 5. All elections to the Board of Directors shall be conducted using a written ballot. Ballots shall be prepared and mailed by the Secretary at least fourteen (14) calendar days in advance of the date set forth for its return. Return date shall be no later than one (1) calendar day before the meeting in which the election shall occur. Ballots shall describe the vacancies to be filled and shall contain the names of the candidates. A space shall be provided for write-in votes. Only ballots issued by the Secretary (by mail or at the reception table prior to the start of the meeting) shall be counted. The Board of directors, at the meeting called for the election, shall appoint a Teller's Committee consisting of three (3) Members, as provided for in Article XIV, Section 2 of these By-Laws, except no Director or candidate for Director shall be on the Teller's Committee, who will work with the Secretary to tally the valid ballots. Director(s) shall be elected from the tally of the ballots, starting with the candidate receiving the most votes, in decreasing order until all vacancies are filled.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

Section 1. The Board of Directors shall have power:

(A) To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in article XIII, Section 2.

(B) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security for fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member of the Association as full or part time employees for the purpose of normal day-to-day operations, except that Directors shall not be paid employees.

(C) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.

(D) To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members and their guests thereon.

(E) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting of Members in the Covenants and Restrictions.

(F) An unexcused absence from three (3) consecutive regular monthly meetings of the Board of directors may cause the Board of Directors to declare the office of the Director vacant.

Section 2. It shall be the duty of the Board of Directors:

(A) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members or at any Special Meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as provided in article XIII, Section 2.

(B) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(C) As more fully provided in Article VI of the Declaration of Covenants and Restrictions applicable to the Properties.

(1) To fix the amount of the assessment against each Lot (property) for each assessment period at least thirty days in advance of such date or period and, at the same time;

(2) To prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member and, at the same time;

(3) To send written notice of each assessment to every owner subject thereto.

(D) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 3. Compensation to Directors: No Directors shall receive compensation for any service that he or she may render to the Association. Directors may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE X

DIRECTORS' MEETINGS:

Section 1. The Board of directors shall hold meetings as required for the conduct of business as scheduled by resolution during its first meeting in the month of January.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special Board of Directors Meetings shall be called by two (2) or more Directors. Notice for said special meetings shall be a minimum of three (3) days.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE XI

OFFICERS:

Section 1. The officers shall be a President, Vice-President, a Secretary and a Treasurer. The President and the Vice-President shall be members of the Board of Directors.

Section 2. The officers shall be chosen by majority vote of the Directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The Vice-President shall perform all the duties of the President in his absence.

Section 6. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the association, together with their addresses as registered by such Members.

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice-President.

Section 8. The Treasurer shall keep proper books of account and shall cause an annual audit of the Association's books to be made by a certified public accountant upon the completion of each fiscal year. The annual audit will be open for inspection by the Members when completed.

ARTICLE XII

COMMITTEES:

Section 1. The Standing Committees shall be:

The Nominating Committee
The Recreation Committee
The Beautification Committee
The Architectural Control Committee
The Publicity Committee
The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more Members and shall include a Member of the Board of Directors for Board contact. The committees shall be appointed by the Board of Directors in February of each year. The Board of Directors may appoint other committees as it deems advisable.

Section 2. The Nominating Committee shall have the duties and functions described in Article VIII.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Beautification Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and the facilities of the Association and shall perform such other functions as the Board of Directors, in its discretion, determines.

Section 5. The Architectural control Committee shall have the duties and functions described in Article VII of the Declaration of Covenants and Restrictions applicable to the Properties. It shall watch for any proposals, programs or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 6. The Publicity Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 7. The Audit Committee shall cause the preparation of the annual budget and review same with the board of Directors throughout the budget year. A Board Member, the Treasurer and the Manager shall be ex officio members of the Audit Committee. The Audit Committee shall present the next year's budget to the Board of Directors for approval of the budget. The Board of Directors shall present the annual budget to the Members at the Annual Meeting.

Section 8. With the exception of the Nomination Committee and the Architectural Control Committee (but then only as to those functions that are governed by Article VII of the Declaration of Covenants and Restrictions applicable to The Properties), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9. It shall be the duty of each committee to receive complaints from Members on any matter involving Association function, duties and activities with its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XIII

MEETINGS OF MEMBERS:

Section 1. The regular Annual Meeting of Members shall be held on the fourth Saturday in the month of January at the hour of 9:00 a.m.

Section 2. Special Meetings of the Members for any purpose may be called at any time by the President, the Vice-President, or by any two or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth of all of the votes of the entire membership.

Section 3. Notice of any meetings shall be given to the Members by the Secretary. Notice shall be given to the Member by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the corporation. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least fourteen (14) days in advance of the meeting, regular or special (except for the meeting notice required in Article VI, Section 2) and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Declaration of Covenants and Restrictions applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the Covenants and Restrictions applicable to The Properties shall require a quorum as therein provided.

ARTICLE XIV

PROXIES:

Section 1.

(A) At all corporate meetings of the Members where voting concerns matters governed by the Articles of Incorporation and/or the Declaration of Covenants and Restrictions, each Member may vote in person or by proxy. Members may, at their discretion, give their proxy to the Board of Directors or to another Member who is qualified to vote as provided for in Article III of these By-Laws.

(B) At all other corporate meetings where the Board of Directors require a vote by the Members, each Member may vote in person, by proxy or by mail.

Section 2. All proxies shall be filed with the Secretary prior to the start of meeting requiring such a vote. No proxy shall extend beyond eleven (11) months from date of subject meeting. Proxies shall automatically become invalid when the Member divests himself of interest in The Properties. This proxy shall automatically cease when the voting is closed and the ballots are counted. The Board of Directors shall, prior to all corporate meetings, select a Chairman of the Teller's Committee. The Chairman of the Teller's Committee shall appoint two (2) Members. The Secretary shall automatically be a member of the Teller's Committee. The Secretary shall collect all proxies and shall present them to the Chairman of the Teller's Committee. All proxies and ballots shall be held by the Secretary for a minimum of one (1) year after the meeting where they were used and shall be open for inspection by Members during normal business hours.

ARTICLE XV

BOOKS AND PAPERS:

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

ARTICLE XVI

AMENDMENTS:

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Article I, Section 2, of these By-Laws, the Covenants and Restrictions shall control.

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 25th day of April, 1973 by Sugar Valley Lakes, a limited partnership, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent lake, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of the values and amenities in said community and for the maintenance of said lake, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and;

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has or will cause to be incorporated under the laws of the State of Kansas, as a non-profit corporation, SUGAR VALLEY LAKES HOMES ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Sugar Valley Lakes Homes Association.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean and, refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or situated upon The Properties but, notwithstanding any applicable theory of law, shall not mean or refer to the holder of a contract for deed unless and until such holder has acquired title pursuant to the terms and conditions of the contract for deed.
- (f) "Purchaser" shall mean and refer to any purchaser whether one or more persons or entities, of any lot under a contract for deed or other agreement. Provided however, any person or entity which has defaulted in the performance of any of the payments, terms and conditions of the contract for deed shall cease to be a Purchaser within the meaning of this declaration, so long as they shall remain in default. Nothing in this declaration shall in any way impair the Developer's right to terminate a contract for deed in accordance with the provisions therein.
- (g) "Member" shall mean and refer to all those owners and purchasers who are members of the Association as provided in Article IV, Section 1, hereof.

ARTICLE II

Property Subject To This Declaration: Additions Thereto

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Linn County, Kansas and is more particularly described as follows:

TRACT A.

NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, and the west $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of section 20, all in Township 22 South, range 24 East of the Sixth Principal Meridian, containing 120 acres, more or less.

TRACT B.

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 18; Southwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 17; and the south $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 23, all in Township 22 South, Range 24 East of the Sixth Principal Meridian, containing 320 acres, more or less, subject to street, alley and public utilities right-of-way and building restrictions, driveway easement, party wall agreement and community contract, if any, shown of record.

TRACT C.

Northeast $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, the North $\frac{1}{2}$ of the southwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$, all in Section 20, Township 22, of Range 24, containing 360 acres, more or less, and subject to street, alley and public utilities right-of-way and building restriction, driveway easements, party wall agreement and community contract, if any, shown of record.

TRACT D.

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 19; the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20; and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 30; all in township 22 South, Range 24 East of the Sixth P.M., Linn County, Kansas, containing 200 acres, more or less, and subject to street, alley and public utilities right-of-way and building restrictions, driveway, easements, party wall agreements and community contract, if any, shown of record.

TRACT E.

North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ in Section 19, Township 22, Range 24, 120 acres, more or less, and subject to street, alley and public utilities, right-of-way and building restrictions, driveway easement, party wall agreement and community contract, if any, shown of record.

TRACT F.

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 22 South, Range 24 East of the Sixth P.M., Linn County, Kansas; except a tract of land described as follows: That part of the Northwest $\frac{1}{4}$ of Section 19, Township 22 South, Range 24, lying West and North of the public road, known as the Jefferson Highway and also as Highway No. 7, being a small triangular tract of land, containing one acre, more or less, and subject to street, alley and public utilities right-of-way and building restrictions, driveway easement, party wall agreement and community contract, if any, shown of record.

All of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer, its heirs and assigns, shall have the right to bring within the scheme of this declaration additional properties in future stages of the development, provided that such right shall terminate on April 25th, 1983.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any of the added properties and as are not inconsistent with the scheme of this Declaration revoke, modify or add to the covenants established by this Declaration within the existing Property.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of the Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with the Existing Property except as hereinafter provided.

ARTICLE III Restrictions, Covenants and Reservations

Section 1. For the purpose of providing an orderly development of The Properties and the preservation of their character primarily as a recreational area and for the further purpose of insuring adequate restrictions and covenants for the protection of all Owners and Purchasers and for the mutual benefit of the Association, the Developer does hereby impose the following restrictions, covenants and reservations which shall be binding upon all Purchasers and Owners of a Lot (s).

(a) The dwelling house shall face the street upon which the lot fronts and no part thereof shall be nearer than 25 feet from the front lot line, or 10 feet on the side or back lot line.

(b) All other structures shall be in the rear of dwelling house and shall be sightly, of neat construction and of a character to enhance the value of the property.

(c) No outside toilets shall be allowed. When any improvements are erected on any lot, the Owner or Purchaser shall at the same time construct and install adequate sewage disposal facilities, approved by the Developer and the Association, unless other sewage facilities have already been provided.

(d) No debris, junk or unsightly accumulation of materials shall be allowed to remain on remises.

(e) All materials for the construction of the outside of the dwelling shall be new. All buildings will be finished and painted or stained on the outside. All plans for construction shall be submitted to the Developer and the Association for approval before construction starts.

(f) In addition to the foregoing restriction and stipulations, no dwelling shall be constructed on any Lot, nor shall any dwelling be moved or maintained thereon, with less than 600 square feet of floor space. No basement shall be occupied until the dwelling is completed. All buildings must be finished on the outside. The dwelling house shall be completed on the exterior within six months after commencement of construction of any type.

It is recognized that Plats 5, 7, 9, 17, 18, 19, and 22, of Sugar Valley Lakes Subdivision and Plats 3, 4, 8, 9, and 10 of Hidden Valley Lakes Subdivision have been and they are hereby designated as the mobile home or camper section. No mobile home, camper, trailer, tent, or any other temporary structure shall be placed on any lot outside the mobile home or camper section except when being used by the owner or his guests for temporary camping, or for use while constructing a permanent dwelling. No mobile homes, trailers, campers, outbuildings, or garages shall be used as permanent dwellings outside the mobile home or camper section unless specifically approved in writing by the architectural committee, it being the intent of the Association to make all residences outside the mobile home or camper section permanent dwelling houses.

(g) A flowage easement (for flood water conditions) shall extend to an elevation of 977 feet on all lots. The normal water level elevation is 970 feet. All permanent residential building below the 977 foot elevation is prohibited.

h) No signs may be placed or maintained on any lot except in the area approved for commercial use.

(i) Discarding of refuse in the lakes, on the street, parks, or any area, or the altering, defacing, or damaging of any signs, equipment, or facilities located on The Properties is prohibited. Molesting of swans, geese, ducks or any wildlife is prohibited.

(j) Lakes, swimming areas and all recreational facilities are for sole use of Members, their immediate families and guests. Guests must be in the company of a Member.

(k) The Association and the Developer shall have an easement and right-of-way over a strip along the sides, front and rear boundary lines of the lot or lots in said addition, not exceeding ten (10) feet on each of said side and front boundary lines, and not exceeding ten (10) feet on the rear boundary lines, for the purpose of installation and maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewage, and any appurtenance to the supply lines therefore, including the right to remove and/or trim trees, shrubs, or plants.

(l) The Association and the Developer shall have an easement and right-of-way over a strip of land all around the lakes from a point 10 feet from the waters' edge up the bank. Such easement shall extend the right of use to all Members as well as their immediate family and guests but shall not entitle them to the use of any docks, boats or other personal property of the Owner or Purchaser.

(m) Discharging of firearms, anywhere upon the properties is prohibited.

(n) The foregoing stipulations, restrictions and conditions are imposed for the benefit of each and every lot, and shall constitute covenants running with the land; the Owners, the association and its Members, their successor and assigns, may prosecute proceedings at law or in equity to prevent or remedy the violation of such restrictions and covenants, and secure redress for damages suffered on account of such violation.

ARTICLE IV Membership and Voting Rights in the association

Section 1. Membership. Every person or entity who (a) is a Purchaser, as defined in article I, Section 1 (f) hereof, of any lot, which is subject by covenants of record to assessment by the Association or (b) is an Owner of any lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. Each Member of the Association shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

ARTICLE V Property Rights in the Common Properties

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than April 25th, 1983.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to

Mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored: and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above - described properties against foreclosure; and

(c) The rights of the Association, as provided in its Articles and bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast twenty percent (20%) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Purchaser of any lot and each owner of any lot by execution of a contract for deed or by acceptance of a deed therefore, whether or not it shall be so expressed in any such contract or deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

For purposes of this ARTICLE, "multiple owner or purchaser" shall mean and refer to ownerships or purchases by

- (1) more than one family unit;
- (2) two or more individuals not members of the same family unit; or
- (3) any business or non-profit entity.

For purposes of this ARTICLE, "family unit" shall consist of a head of household, the spouse of the head of household and any unmarried children eighteen years of age and under.

The annual assessment for a single ownership shall be the amount per lot owned, as established by Section 3 herein.

The annual assessment for multiple ownerships shall be as follows:

- (1) the amount per lot established by Section 3 herein for each family unit where multiple ownership is by more than one family unit,
- (2) the amount per lot as established by Section 3 herein for each individual where multiple ownership is by more than one individual,
- (3) the amount per lot as established by Section 3 herein for each individual or family unit where the multiple ownership is by a business or non-profit entity and the individual or family units is authorized by the business or non-profit entity to use the facilities at Sugar Valley Lakes.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the owners or purchasers, whether single or multiple, and both jointly and severally, as provided above, who were the owners or purchasers of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of annual Assessments. Pursuant to the original Declaration of covenants and Restrictions and the actions of the Homes Association, the annual assessment for the year beginning January, 1981, was and shall be \$50.00 per lot. From and after January 1, 1981, the annual assessment may be increased by a vote of the members, as hereinafter provided for the next succeeding three years and at the end of each such period of three years for each succeeding three years. Thus the annual assessment may be increased by a vote of the members as hereinafter provided, for the years from and after January 1, 1984.

The board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

From and after the effective date of this amendment to the Declaration of Covenants and Restrictions, the annual assessment for both single and multiple ownerships may be increased or decreased by the Board of Directors of the Association for each succeeding year by an amount equal to the increase or decrease in the Consumer Price Index as calculated by the United State Government.

Section 4. Special Assessments for capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal Property related thereto, provided that any such assessment shall have the assent of the majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by section 3 hereof prospectively for any such period provided that any such change shall have the assent of the majority of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast twenty (20%) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting and the required quorum at any preceding meeting shall in no event be less than ten (10 %) percent of the membership entitled to cast votes.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The association shall upon demand at any time furnish to any member a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the owner: The Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Member, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Member to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six per cent per annum, and the Association may bring an action at law against the Member personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all lots and other properties to which the Developer holds of record a fee or undivided fee interest in, whether presently owned by the Developer or acquired subsequent to the recording of this Declaration; (b) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (c) all Common Properties as defined in Article I, Section 1 hereof; (d) all properties exempted from taxation by the laws of the State of Kansas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII

Architectural control committee

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Developer and the Board of Directors of the Association, or by the Developer and any architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Developer and the Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII
Exterior Maintenance

Section 1. Exterior Maintenance. In addition to maintenance upon the common Properties, the Association may at the request of the Owner or Member provide exterior maintenance upon each lot which is subject to assessment under Article IV hereof, as follows, paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article VI hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner or Member and shall become due and payable in all respects as provided in Article VI shall become hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article VI hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner or Member as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner or Purchaser to enter upon any Lot at reasonable hours on any day.

ARTICLE IX
General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association and its Members, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 10 years from the date of this Declaration is recorded, after which time said covenant shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then- -Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate in any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the association and its Members, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SUGAR VALLEY LAKE HOMES ASSOC, INC.

Definitions

Definitions contained herein are ones defined by and endorsed by Sugar Valley Lake Homes Assoc, Inc. (the "Association") and approved by the Board for use in interpreting the Association's Governing Documents but may not hold the same meaning outside of Association matters.

1. **Words** used in the present tense shall include the future.
2. **The word "shall"** is mandatory and not advisory.
3. **The word "may"** is permissive and advisory.
4. **The word "Association"** refers to the entity legally registered as Sugar Valley Lake Homes Assoc, Inc.
5. **Abandoned structure:** any building that has not been occupied or maintained or is in disrepair for more than 6 months. Includes, but is not limited to sheds, garages, houses, motor homes, mobile homes, single-wide homes, double-wide homes, living units, barns, kennels, fences, docks, ramps, etc.
6. **Abandoned entity:** any non-building item that has not been moved or maintained or is in disrepair for more than 6 months. Includes, but is not limited to vehicles, automobiles, trucks, agriculture or construction machinery, water vessels, trailers, carts, bikes, construction materials, debris, etc.
7. **All weather surface:** a substance such as asphalt or cement that stabilizes the crust of the earth so as to provide access for vehicular traffic or parking in periods of normal or inclement weather.
8. **Authorized:** having official permission or approval.
9. **Bathroom-Full:** any room within a larger structure that is minimally equipped with a tub/shower, handwashing facility and a toilet.
10. **Bathroom-Half:** any room within a larger structure that is minimally equipped with a handwashing facility and a toilet.
11. **Board:** The Association's currently elected or duly appointed members and officers serving as the Board of Directors.
12. **Boarder/Tenant:** any person who occupies the land or property of another person and generally pays for such provision.
13. **Boarding or rooming house/Rental property:** any building in which boarders/tenants reside.
14. **Boundary:** any line that marks the limits of an area; a dividing line.
15. **Boat house:** see garage.
16. **Building:** any structure designed or intended for the support, enclosure, shelter, or protection of people or animals or property.
17. **Building section:** the section of Association property designed by the Association to have permanent dwellings; with temporary dwellings only allowed as controlled and permitted by the Association.

18. **Camper:** any portable dwelling unit (such as a specially equipped trailer or automotive vehicle) for use during casual travel and camping.
19. **Camping:** the erecting of a tent or shelter of natural or synthetic material, preparing a sleeping bag or other bedding material for use, parking of a motor vehicle, motor home or camper, or mooring of a vessel for the apparent purpose of overnight occupancy.
20. **Camping - temporary:** the activity of spending a vacation or other short-term excursion living in a motor vehicle, motor home or camper, tent, or shelter, or mooring of a vessel for the apparent purpose of overnight occupancy.
21. **Camping - temporary permit:** a permit authorized by the Association to allow camping for a specified period of time not to be longer than 14 consecutive days.
22. **Camper section:** the sections of Association property where a camper is allowed to remain year-round.
23. **Shipping Container/Conex Box:** a temporary structure, generally of metal construction and used for shipping material.
24. **Carport:** A structure, intended to provide shelter for vehicles, vessels, etc., generally with all sides open
25. **Curtain wall:** protective wall affixed to the outside of a building to protect the structure.
26. **Contact water:** liquid, consisting primarily of precipitation that has filtered through a solid waste or has been in contact with solid waste for any period of time. Contact water shall include all runoff from an active area of solid waste disposal area or processing facility and all liquid derived from a solid waste disposal area, septic leach field or processing facility.
27. **Display:** any physical object, either 2-D or 3-D, that is displayed giving information or instructions in a written or symbolic form on Association property and where the Association definition of 'Sign' is not applicable.
28. **Disrepair:** the condition of being worn out, or in poor working condition, or needing repair, paint, or replacement. Generally, but not necessarily, being in a state of collapse, corrosion, decay, neglect, or lack of maintenance.
29. **Dock:** any structure extending alongshore or out from the shore into a body of water, to which water vessels may be moored.
30. **Dwelling House:** see living unit; permanent and temporary.
31. **Easement:** the right to cross or otherwise use someone else's land for a specified purpose.
32. **Entity:** a thing with distinct and independent existence.
33. **Exception:** the allowance of otherwise prohibited use or practice within a defined area or time, by a stated and regulated process approved by the Board or by another authorized entity.
34. **Fabrication:** that part of manufacturing which relates to stamping, cutting, or otherwise shaping processed material into objects and may include the assembly of standard component parts, but does not include extracting, refining, or other initial processing of basic raw materials.
35. **Family:** any group of individuals living under one roof whom the majority are related to each other.

- 36. Fence:** any free-standing structure resting on, or partially buried in the ground; rising above the ground level and used for confinement, screening, or partition purposes.
- 37. Footing (permanent):** the designed and built portion of a living unit's sub-structure or foundation. It shall be constructed in accordance with International Residential Code Book, Section R403, Footings.
- 38. Garage:** any permanent building designed or used for storage of vehicles, vessels, or other possessions, with all sides enclosed.
- 39. Gazebo/Pergola:** open air permanent structure for the purpose of providing shade; specifically, not a living unit.
- 40. Good condition:** an item that is in a working condition so that it can be used 'as is' for the purpose designed.
- 41. Governing Documents:** Collectively, the Articles of Incorporation, the Declaration of Covenants and Restrictions, the Bylaws, the Rules and Regulations governing the use of Common Properties, the Building Regulations, the Fencing Regulations, the Dock Regulations, the Golf Cart/Go-cart/ATV Regulations, the Summer Temporary Camping Regulations and the Definitions of the Sugar Valley Lake Homes Assoc, Inc.
- 42. Junk or debris:** unsightly accumulation of materials serving no immediately useful purpose.
- 43. Household:** see family.
- 44. Kennel:** any building that can provide food, shelter, or care for animals.
- 45. Lot:** an area of land with fixed boundaries as described and recorded in the office of the Register of Deeds of Linn or Bourbon County, Kansas. Within the Association properties it is contained within a Plat.
- 46. Lot line:** any boundary line separating one lot from another.
- 47. Living space/Floor space:** finished square footage within a Living Unit-permanent suitable for year round living, with a minimum seven (7) foot ceiling height. Sleeping lofts must have access by permanent stairs and have seven (- 7) foot ceiling height in at least 50% of said loft to be considered floor space.
- 48. Living accommodations:** air conditioners, household furniture, beds, cooking appliances, refrigeration/freezing units, washers/dryers, desks, etc.
- 49. Living unit – temporary:** any living unit that is not permanent.
- 50. Living Unit - permanent:** any structure used for a permanent dwelling by one individual or a household. By Association decree it must have a permanent foundation, must have at least 600 square feet of living space must face the road or the lake, when on lakeside property, and have a permanent sewage holding tank connected to said structure among other items that are articulated in the Association covenants. If unit is being used for overnight stays and does not have a temporary camping permit, it shall be considered a 'permanent living unit' and, hence; shall meet stated Association and County guidelines.
- 51. Mandates:** all Association, County, State and Federal impositions that are properly approved - including, but not limited to laws, statutes, codes, covenants, restrictions, reservations, bylaws, rules, etc.
- 52. Manufactured home:** a structure which is transportable in one or more sections, and which has been constructed in accordance with the federal manufactured home

construction and safety standards established pursuant to 42 U.S.C. Section 5403 (HUD Code).

- 53. Material - for new construction:** not previously used items of recent manufacture or creation.
- 54. Mobile home:** any dwelling structure built on a metal chassis and fitted with wheels that is intended to be hauled to a permanent site and is used as a permanent living unit.
- 55. Mobile home section:** the section of Association property where mobile homes can be kept on a property indefinitely.
- 56. Motor home:** any large motor vehicle that is designed to be lived in while traveling. It may contain cooking equipment, one or more beds, a toilet and sewage self-contained holding tank.
- 57. Parking pad:** any graveled or hard top finished, level site where cars or other vehicles may be parked.
- 58. Permanent:** lasting or intended to last or remain unchanged indefinitely.
- 59. Permanent-Structure:** a structure on a foundation, as described in the Associations Declarations of Covenants and Restrictions, lasting or intended to last or remain unchanged indefinitely.
- 60. Permit:** an Association initiated written, signed and authorization permission form to carry out an action described in said document.
- 61. Plat:** for Association purposes a variable sized section of land containing a variable number of lots.
- 62. Recreational vehicle:** any mechanically propelled unit designed for off-road, recreational and pleasure purposes and dependent on the ground or other surface for travel.
- 63. Seawall:** a wall or embankment erected to prevent water from encroaching or eroding an area of land.
- 64. Sewage:** any black water, gray water or other similar liquid and solid matter emanating from a waste disposal system.
- 65. Sewage holding tank (permanent):** by Association decree; an underground, permanent holding facility, the form and materials of which is approved by Linn County, which has capacity to hold 1,500 gallons or more.
- 66. Sewage self-contained holding tank (portable):** any container for storing sewage in vehicles equipped with toilets. Units that employ holding tanks may include but are not limited to recreational vehicles, trucks, boats, etc. The contents shall be emptied into an Association designated dump station.
- 67. Shed:** any structure built for storage of person property. A single-storied building with all sides enclosed.
- 68. Sign:** any physical object on Association property measuring 3 feet wide by 2 feet high or larger that displays information or instructions in a written or symbolic form.
- 69. Skirting:** any type of external wall on a structure with no permanent Footings, which usually runs around the perimeter of the structure from below the level of the structure walls and extending to ground level, usually about 1-yard high.
- 70. Storage building or unit:** see definition of 'garage'.

- 71. Tent:** any portable shelter made of cloth or similar fabric, supported by one or more poles, and stretched tight by cords or loops attached to pegs driven into the ground.
- 72. Toilet:** any receptacle into which a person uses to urinate or defecate.
- 73. Toilet – outside:** a toilet or lavatory located apart from a living unit or singularly as an outdoor building structure.
- 74. Toilet – portable or temporary:** units such as or similar to a “porta-potty”, allowed temporarily on a case-by-case basis, by the Association management.
- 75. Trailer:** any cart, wagon, large van, or other similar contraption that is designed to be pulled by an automobile, truck, etc. for hauling freight, animals, a boat, etc.
- 76. Temporary:** anything that is not permanent.
- 77. Waste/Trash:** any material, a substance, or a byproduct eliminated or discarded as no longer useful or required after the completion of a process.
- 78. Waste disposal system:** all activities, actions and facilities required to manage waste from its inception to its final disposal.
- 79. Water (black):** contents from toilets, which may contain feces, urine, water, and toilet paper. Black water is distinguished from gray water.
- 80. Water (gray):** contents from washing food, clothing, dishes, etc. as well as from showering or bathing.
- 81. Watercraft:** any object designed for human transport on the surface of the water.
- 82. Watercraft-Motorized:** any Watercraft, including but limited to a boat, pontoon, jet ski (personal watercraft) which utilizes a motor to propel itself across the surface of the water.

-Adopted March 18, 2021, by Sugar Valley Lake Homes Assoc, Inc. board of directors

-Modified and Adopted May 20, 2021, by Sugar Valley Lake Homes Assoc, Inc board of directors.

-Modified and Adopted May 18, 2023, by Sugar Valley Lake Homes Assoc, Inc. board of directors

-Modified and Adopted September 8, 2026 by Sugar Valley Lake Homes Assoc., Inc board of directors

Sugar Valley Lake Homes Assoc., Inc.

Rules and Regulations Governing The Use of Common Properties

The rights of membership, which include the right to use common Properties, are subject to payment of annual and special assessments levied by the Association.

Violation of published rules and regulations governing the use of Common Properties, facilities, and the personal conduct of any person thereon may, at the discretion of the Board of Directors, suspend the rights of any person for violation of such rules and regulations.

Association Road & Streets

- Any person operating a motorized vehicle within the Association must have a valid operator's license, be insured for operating said vehicle, and be subject to the same "rules and laws of the road" as published by the State of Kansas for public roads.
- All motorized vehicles are subject to the posted 20 mph speed limit within the Association.
- No motorized vehicles may use Association roads to gain access to or drive on Members lots, Association lots or Common Properties without the knowledge and permission of said lot owner.
- Any motorized vehicle without a current license plate must obtain a permit from the Association office to operate on Association roads. Permits for said vehicles may not be issued or may be suspended, at the discretion of the Manager or Board of Directors, depending on the violation or the record of past violations.
- All motorized vehicles must be driven in a safe manner and in a manner that will not damage Association roads.
- Motorized vehicles are not allowed on Common Properties other than Association roads approved for member's use. Common Properties not authorized for motorized vehicle use are properties such as but not limited to parks, dams, spillways, walkthrough trails, and maintenance roads.
- Trash and litter may not be disposed of or thrown from any motorized vehicle operating within the Association.
- Motorized vehicles may not be parked on Association roads without permission from the Board of Directors or the Association Manager.

Other common Area Rules

- All dogs must be leashed and in total control by the members and guests when on Sugar Valley Lakes "Common Properties". Common properties include, but are not limited to, the Golf Course, Clubhouse, Swimming Pool, Swimming Beach, Parks, Roads, Dams, Easements, Association Docks, and Boat Ramps.
- Trash and litter may not be disposed of or thrown away on association Common Properties. All trash and litter must be disposed of at approved dumpsites. Only trash and litter generated while at Sugar Valley Lakes may be disposed of at the approved dumpsites. Only items listed on signs at the dumpsites may be disposed of at Association disposal sites. All other items must be taken to State Approved disposal sites located outside the development.

Mound City Landfill across from the Fair Grounds entrance.
Linn County Landfill 4183 Vernon Rd. Prescott, KS 66767 (913) 471-4631
- Molesting of wildlife within the development is prohibited.
- Discharging of firearms, anywhere in the development is prohibited.
- No glass container for beverages allowed at the Swimming Beach, Swimming Pool, or Golf Course.
- All "Common Properties" are for the use of members and immediate families who are under the age of 18 years old. Guests must be in the company of a member. Members are responsible for the actions of their guests and guests may be banned from the Association Common areas by the Association Manager, The Board of Directors or Association Security employees.
- Security personnel have the full backing of the management and the Board of directors. Security may, at their discretion, request members or member's guests to leave "Common Properties" for violation of Association rules and regulations. Should a member wish to appeal any action by management or

security personnel, a member may protest directly to the Board of Directors at the next regularly scheduled Board of Directors meeting.

- The Association Board of Directors is vested with the authority to set or change rules and regulations, at their discretion for all “Common Properties”.
- Article IX Section 1 letter d of the Association Bylaws states that the Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members and their guest thereon. No Member or their guests shall use foul language, harass any person, disrupt any activity or meeting and shall not display boisterous or disruptive activity while on Association Common Properties. Common Properties include, but are not limited to, Association lakes, swimming beach, swimming pool, golf course, clubhouse, parks, parking lots, roads, bath houses or any other facility or property owned by the development. The Board of Directors may, at their discretion, suspend the rights of any such person for violation of such rules and regulations for a period of thirty days. The General Manager or security employees have been authorized by the Board of Directors to demand that any or their guest leave Association common Properties for violation of such rules, but members have the right to appeal such removal directly to the Board of Directors at their regularly scheduled Board of Directors meeting.

Revised 3/18/2024.

Fencing Regulations

Fencing regulations are defined in relation to the owner's property lines. Only perimeter fences require a permit with the following restrictions.

Fences may be constructed to a maximum height of 8 feet above the average grade, subject to restrictions in this regulation. Where a new fence or wall is constructed or an existing fence or wall is extended, a permit shall be required from the Association. A permit shall also be required for the replacement or reconstruction of 50% or more of the linear length of the entire existing fence or wall. Any such reconstruction shall comply with all the provisions of this regulation, except setbacks.

Fences or walls (including retaining walls) shall be approved by the Architectural Control Committee prior to the issuance of a permit.

Retaining walls may be permitted where they are reasonably necessary due to the topography of the lot(s), where the wall is located at least 10 feet from the street(s) right-of-way, and where the wall does not extend more than 42 inches above the average ground level of the land being retained.

All fences or walls constructed prior to the acceptance of these rules 10/09/2000 which do not meet the standards of this permit must be maintained resulting in a fence or wall of the same size, type and material. If replaced it must meet current regulations.

A decorative fence or wall not more than 30 inches high may be constructed in the front yard provided that it is not constructed on the street right-of-way. For purposes of this section, a "decorative" wall or fence shall be limited to such structures constructed of wood rail, masonry, wrought iron or spaced wood pickets. Where such construction has both a finished and unfinished surface, the finished surface shall face outward.

Fencing and walls shall not be constructed within lakeshore or golf course easements.

All fences and walls shall be constructed with a finished side facing outward from the property. The posts and support beams shall be on the inside or shall be designed as an integral part of the finished surface.

All fence segments on the street side shall provide one gate opening per lot to allow access to the area between the fence and edge of the street for maintenance and mowing.

Specific types of fencing not allowed shall be barbed wire, chicken wire or hog-tight wire; random log or brush type materials; barbed wire topping to chain link fencing other materials not in conformity with the residential character of the property.

Members constructing fencing or walls on easements should understand that at any time it may be necessary to remove them at their expense because of utility or other construction requirements.

Effective date: 10/09/2000/Revised 3/18/2024.Revised 9/15/2025

Dock Regulations:

Written dock plans must be filed with and then approved by the Association prior to construction and placement. Docks shall not extend outward from the lake more than 40 feet in length from the normal shoreline. Exceptions may be made to be more or less restrictive if the location on the lake predicates such a decision for safety and other practical considerations. Docks shall not impede on neighbor's space or common ground and in no case be wider than the owner's property. Exceptions – catwalks & walkways through member right of ways.

Approved 10/18/2018/ Revised 3/18/2024

Meeting Regulations:

Member Participation and Guest Speakers at Board Meetings

(a) Member Right to Speak.

Except as otherwise provided by law or during Executive Sessions, regular and special meetings of the Board of Directors shall be open to all Members of the Association. A designated Open Forum period shall be provided at each regular Board meeting to allow Members in good standing the opportunity to speak to the Board. The Board may establish reasonable time limits (e.g., three (3) minutes per Member) and rules of decorum for the Open Forum.

(b) Non-Member Attendance and Participation.

Participation and speaking privileges during Board meetings are strictly limited to Members of the Association. Non-members—including tenants, family members who are not deeded owners, real estate agents, and members of the general public—shall not have the right to address the Board or participate in discussions unless specifically recognized by the Board Chair.

(c) Invited Guests and Subject Matter Experts.

Notwithstanding subsection (b) above, the Board of Directors reserves the right, at its sole discretion, to invite non-member guests, contractors, legal counsel, local law enforcement or municipal officials, educational speakers, or other technical experts to attend, address, present information to, or consult with the Board during any open portion of a Board meeting.

- Update: Restrict attendance at association meetings to members only (non-members will no longer be allowed to attend unless invited by board; contractor, sheriff, etc.)
- Addition: Establish consequences for individuals asked to leave an association meeting:
 - First Offense: Banned from the next scheduled board meeting.
 - Second Offense: Banned from the next six consecutive board meetings.
 - Third Offense: Lifetime ban from all future board meetings.

Board Approved August 22, 2026/Revised September 8, 2026

Motorized Watercraft Regulations

1. All State of Kansas Division of Parks and Wildlife Watercraft Regulations rules must be followed on all Association bodies of water with the one exception that watercraft must be registered with the State of Kansas.
2. All motorized watercrafts must be registered at the Clubhouse and annual fee paid prior to placing watercraft on any Association body of water. All lot fees must be paid before permits are issued. Current state registration is required. Proof of ownership and insurance is required. Photo of the watercraft is required. Yearly watercraft permits must be displayed on the right, rear side of the watercraft.
3. There shall be no limit on the number of watercrafts registered, but members are allowed two (2) watercrafts on the lake at the same time.
4. No Submarines or submersible vessels are allowed on or in Association bodies of water.
5. No guest watercraft allowed on any Association body of water.
6. All traffic on the Association bodies of water shall move counterclockwise.
7. High speed boating, water skiing and personal watercraft use is permitted only on the main lakes.
8. There shall be no wakes made from sunrise to 10:00 am daily and there shall be no wakes made after sunset daily.
9. When visibility is poor or during low light hours, high-speed use of any watercraft is prohibited.
10. Low speeds that create no wakes must be maintained by all watercraft within 50 feet of the water edge or dock's edge.
11. Moving or damaging lake marker buoys may result in suspension of use of common properties and may result in legal action.
12. No watercraft is allowed in designated beach swimming areas.
13. The maximum length for motorboats is 22 feet, and 28 feet for pontoon-type boats.
14. Operation of racing watercraft (as defined by American Power Boat Association) on Association bodies of water is not allowed.
15. No watercraft operator shall cross the path, within one hundred (100) feet of each other.
16. There shall be no sitting or presence otherwise on the on the watercraft gunwale, outer, front, rear or other spaces not designated for seating.
17. No person shall participate in unsafe actions while on the watercraft. This includes but is not limited to carelessly rocking the watercraft, engaging in such actions that might endanger another person or distract the watercraft operator. Making unsafe sharp turns is prohibited.
18. Motorized watercraft must yield the right-of-way to human powered watercraft regardless of date or time of day.
19. Ski ropes shall have a length of no longer than fifty (50) feet.
20. Association designees have the right to suspend any member or remove any watercraft from Association bodies of water for up to thirty (30) days for violations of these rules. Members who wish to appeal such action may present their reasons directly to the Board of Directors at any regular Board of Directors monthly meeting. Members who have been suspended from using Association "Common Areas" including the bodies of water, may be required to obtain and pay for a new permit.

Wake Surfing

Effective June 1st, 2026, wake surf boats at both Sugar Valley and Hidden Valley lakes will be prohibited. Only wake surf boats already registered as of January 1, 2026, are allowed to continue operation, with the following restrictions:

1. Definition: A wake-surfing boat is any boat designed or altered to intentionally create a large wake for surfing. This typically includes the drive system, apparatus such as Hydrofoils, Trim Tabs, Wake Shapers and Ballasts – whether factory-installed or aftermarket.

2. NO additional wake surf boats are allowed – whether new purchase nor replacement. No boat of any kind shall be modified or retrofitted with a wave or surf device. For already registered wake surf boats, wake creating "mode" must be disabled / not used and Ballasts shall not be filled. All external apparatus shall be removed.

3. Wake surf boats already registered at Sugar Valley / Hidden Valley may NOT be sold to another lake member for continued use at Sugar Valley / Hidden Valley.

Board Approved June 2019/Revised 5/21/2026

Permit Restrictions: Motorhome/Camper/Summer Temporary Camping

1. Association permits are required for any motor home, camper placed on any building lot for Summer Temporary Camping. Permits are not valid until Association has inspected said unit for location, type, size, pad type and condition and all fees, dues and fines are fully paid. The Association will place a current permit sticker on the window facing the street.
2. Only motor homes and campers of rigid sided construction, in good condition, showing no damage or rust and given written approval by the Association will be permitted on a building lot for the summer months from April 1 through October 31 with a valid permit. This includes pop-up campers, when closed and secured when not in use. Campers may remain on building lot with a Winter Camper Storage Permit. Yearly Winter Camper Storage permits can be obtained for a fee of \$50.
3. Motorhomes/Campers are to be used for temporary camping only, NOT as a permanent residence. All property owners suspected or reported to be utilizing a motorhome or camper as a permanent residence on a building lot will be required to provide a minimum of two (2) forms of proof of existence of their alternate permanent residence. Acceptable forms of proof include:
 - a Two (2) recently dated utility bills which include your name and permanent residence address. No P.O Boxes will be accepted.
 - b Copy of registered deed which includes your name and permanent residence address. No P.O. Boxes will be accepted.
 - c A residential lease/rental agreement which includes your name and permanent residence address. No P.O. Boxes will be accepted.
 - d Government issued forms of identification (Passport, social security card/statement, driver license, vehicle registration, etc.) which include your name and permanent residence address.
4. Use of on board “porta-potty” type toilets are permissible, when emptied into the Association dumping station located at the bath house and only with the Association’s pre-approval. Dumping stations are only open for the summer months from April 1 through October 31.
5. Units with built-in sewage holding reservoirs must be pre-approved and then moved to the Association dumping station at the bath house or must install a holding with a minimum capacity of 1500 gallons. Emptying sewage or gray water into containers for transportation to the dump station is not permitted. Emptying sewage or gray water on the ground, in the lakes or non-approved areas WILL result in the loss of the temporary camping permit and a fine by the County in which the lot is located. Additional fines will be levied per the Kansas Statute 65-170d which states that no person shall place or discharge or permit any sewage to flow in any of the waters of the State. The result could be a penalty or fine up to \$10,000 for each violation.
6. All units must be level and placed on an approved pad.
7. Wheels must remain on the unit and will always remain non-permanent.
8. No skirting is allowed on any motorhome or camper on a building lot.
9. Units may not be placed on easements. All units must be placed a minimum of ten feet (10 ft) from the front, sides, and back lot lines.

Golf Cart/Go-Cart/A.T.V. (All-Terrain Vehicle) Regulations

All motorized vehicles that are not approved for the use on the public roads of the State of Kansas require a special permit to operate on the roads of the Association. Permit stickers must be displayed on the rear of the vehicle in a manner that allows Security personnel to easily observe the permit. Permits will not be issued to non-member vehicles. The Association Board of Directors, Manager, and Security personnel have the right to suspend any member, and/or remove any vehicle from Association governed property for up to thirty (30) days for violating the rules. Members who wish to appeal such action may present their reasons directly to the Board of Directors at any regular Board of Directors monthly meeting. Members who have been suspended from using Association governed property shall be required to obtain and pay for a new permit.

Association Roads & Streets

- Any person operating a motorized vehicle within the Association must have a valid operator's license, if required by the State of Kansas, be insured for operating said vehicle, and be subject to the same "rules and laws of the road" as published by the State of Kansas for public roads.
- All motorized vehicles are subject to the posted 20 mph speed limit within the Association.
- No motorized vehicles may use Association roads to gain access or to drive on Members lots, Association lots or Common Properties without the knowledge and permission of said owner.
- Any motorized vehicle without a current license plate must obtain a permit from the Association office to operate on Association roads. Permits for said vehicles may not be issued or may be suspended, at the discretion of the Manager or Board of Directors, depending on the violation or the record of past violations.
- All motorized vehicles must be driven in a safe manner and in a manner that will not damage Association roads.
- Motorized vehicles are not allowed on Common Properties other than Association roads approved for member's use. Common Properties not authorized for motorized vehicle use are properties such as but not limited to parks, dams, spillways, walking trails, and maintenance roads.
- Trash and litter may not be disposed of or thrown from any motorized vehicle operating within the Association.
- Motorized vehicles may not be parked on Association roads without permission from the Board of Directors or the Association Manager.

Building Regulations

1. Owners and builders are urged to obtain a copy of current Covenants and Restrictions and their By-Laws before proceeding with construction. In the event that the Covenants and Restrictions or County codes are more restrictive than this application, the most restrictive provisions will apply. Linn County is zoned, and it is necessary to obtain a building permit from the Zoning Administrator in Mound city, (where applicable). Linn county and Association building permits are required for, but not limited to: any additions to existing structures, moving or constructing any structure on any lot and placement of holding tanks. Placement of docks, fences, walls, additions to drives/sidewalks, trenching or any major earth or gravel work require only an Association permit. Repair of driveways in kind does not require a permit. If in doubt, please check with the General Manager for clarification/additional information. Permit applications must be filed with the Association for signature and approval by the General Manager and the Architectural Control Committee.
2. Approved holding tanks with a minimum capacity of 1500 gallons must be installed on any lot containing a dwelling house, single wide or double wide manufactured home. Linn County and association permits are required. See Sanitation Code of Linn County for minimum standards.
3. Outside toilets are not allowed on any lot.
4. The exterior of the permitted structure shall be completely finished within six months of commencement of construction. If not completed within that time period, a new permit is required.
5. All materials used for construction of the exterior of the permitted structure shall be new. All permitted structures shall be painted or stained on the exterior.
6. Sheds and garages are to be used for storage only and must not contain living accommodations.
7. Not allowed on any lot are accumulations of trash, debris, vehicles not currently registered: vehicles disabled more than one month, campers/sheds/trailers/boats/docks or boathouses that are in disrepair or are unsightly.
8. Signs, other than addresses shall not be placed or maintained on any lot.
9. Construction of fencing requires a permit. Only Association approved types and heights of fences are allowed. Contact General Manager for details.
10. Placement of mobile homes or single wide trailers constructed prior to June 15, 1976, is not allowed.
11. Mobile home and camper plats are 5, 7, 9, 17, 18, 19 and 22 at Sugar Valley Lakes and 3, 4, 8, 9 and 10 at Hidden Valley Lakes.
12. Single wide manufactured homes are not permitted on building lots.
13. Placement of a dwelling house or a manufactured home or camper on lots located in the plats listed in section 11 above shall not be closer than 25 ft. to the front lot line, with a 10 ft. setback from the side and rear lot lines.
14. Campers with self-contained holding tanks may use the Association's wastewater dumping facilities. Dumping of sewage including "gray water" is not permitted except at the Association's wastewater dumping facilities.
15. See Linn County's Zoning Regulations for minimum standard construction. Placement of new & existing mobile homes require a permanent poured or concrete block enclosure. Existing mobile homes that are remodeled must have enclosures constructed in the same manner. Additions to manufactured homes must comply with all requirements of C.A.B.O. One- and Two-Family Dwelling Code.
16. Building lots are all lots not located in plats listed in paragraph 11 above.
17. Dwelling houses must have a minimum of 600 square feet of floor space and must be situated on a permanent foundation.
18. Basements may not be occupied until the exterior of the dwelling is completed.
19. Pull type trailers, motor homes, campers and tents may be placed on building lots only when being used for temporary camping as outlined in Article III, Section 1 (f) of the Declaration of Covenants and Restrictions. Temporary camping during the period November 1-March 31 is defined by the Association as camping only when the member is present overnight and must not exceed ten days per

month. Extended camping permits must be executed for the summer season (April 1-October 31). Summer temporary camping permits will be issued with certain restrictions and may be cancelled or denied, for cause at the discretion of the Board of Directors, General Manager, or the Architectural Control Committee. See separate form.

20. All double wide, modular, and other types of manufactured homes on building lots shall have footings and permanent concrete curtain walls. No skirting is allowed.
21. Before construction proceeds on a vacant lot, applicant is urged to obtain his own surveyor to establish lot corners. The Association cannot warrant correctness of existing lot corner stakes.

22. REQUIRED PRIOR TO/DURING CONSTRUCTION SIGNATURE SCHEDULE:

Staking checked by _____	(for Association)	Date _____
Initial construction phase checked by _____	(for Architectural)	Date _____
Final construction checked by _____	(for Architectural)	Date _____

Revised 2009

LOCATING PINS ON PROPERTY EFFECTIVE AUGUST 15, 2006

Prior to you performing any construction **you must obtain a surveyor**, or your choosing to legally locate your lot boundaries. Sugar Valley Lakes Homes Association, Inc. **is not and will not be responsible for the legal location of your lot markers; we are not permitted to perform professional services. You must obtain a surveyor!**

Permits will **not** be issued for construction to begin until we receive a letter indicating your(s) have been surveyed. The architectural committee must perform an inspection to verify the requirements have been met and are within the legal description indicated on the permit application.

Applicants must not vary from the permit description. Should the construction not be within the measurements as indicated on the permit, the applicant could be required to cease construction, remove all that has been accomplished and re-build to meet requirements. These actions are now required due to the legal ramifications caused by others failing to follow guidelines.

Here is how it works!

1. Apply for a permit.
2. Locate the pins for your lot.
3. Have it surveyed.
4. Have it inspected by the architectural committee.
5. Build according to building regulations.

ELEVATION NOTES

1. Rear setback shall be 10 ft. minimum. For lake and golf course lots, setbacks shall be as shown on page 4 of this application. Floor elevations shall be no lower than:
2.

<u>LAKE</u>	<u>ELEVATION</u>
SV Main Lake	977.00
HV Main Lake	916.00
SV Nine Acre Fishing Lake	988.00
SV Seven Acre Fishing Lake	1007.00
SV Three Acre Fishing Lake	995.50
SV Lake No. 5	997.00
HV Lake No. 2	937.40
6. On lots abutting the golf course or lakes listed above, the golf course or lake side of the dwelling may be designated the front. Street setbacks remain at 25 ft. Corner lots require 25 ft. setback on both street sides.
7. Other structures on lots with no dwellings thereon must be located inside all easements shown on page 4 of this application.
8. On lake lots, there is an Association easement 10 ft. wide on the lake shore, measured up the bank from elevations listed below:
9.

<u>LAKE</u>	<u>ELEVATION</u>
SV Main Lake	970.00
HV Main Lake	910.00
SV Nine Acre Fishing Lake	980.00
SV Seven Acre Fishing Lake	1004.00
SV Three Acre Fishing Lake	994.90
SV Lake No. 5	996.00
HV Lake No. 2	930.00

This easement shall extend the right of use by members, member's families and member's guests, but shall not entitle them to use any of the docks, boats and any other personal property of the owners of record of the lake lots.
10. Owner shall conduct his own survey to establish that minimum living space can be attained on his lot and to establish floor elevation. Obtain current lake level datum from General Manager. Owner is urged to verify elevations with surveyor of his choice.
11. References: Declaration of Covenants and Restrictions Article III, Amendment Article 1, current building and camping permit forms and their attachments, Board of Directors July, 1997 meeting minutes.
12. Rear setback shall be 10 ft. minimum. For lake and golf course lots, setbacks shall be as shown on page 4 of this application. Floor elevations shall be no lower than:
13.

<u>LAKE</u>	<u>ELEVATION</u>
SV Main Lake	977.00
HV Main Lake	916.00
SV Nine Acre Fishing Lake	988.00
SV Seven Acre Fishing Lake	1007.00
SV Three Acre Fishing Lake	995.50
SV Lake No. 5	997.00
HV Lake No. 2	937.40
14. On lots abutting the golf course or lakes listed above, the golf course or lake side of the dwelling may be designated the front. Street setbacks remain at 25 ft. Corner lots require 25 ft. setback on both street sides.
15. Other structures on lots with no dwellings thereon must be located inside all easements shown on page 4 of this application.
16. On lake lots, there is an Association easement 10 ft. wide on the lake shore, measured up the bank from elevations listed below:
17.

<u>LAKE</u>	<u>ELEVATION</u>
SV Main Lake	970.00
HV Main Lake	910.00
SV Nine Acre Fishing Lake	980.00
SV Seven Acre Fishing Lake	1004.00
SV Three Acre Fishing Lake	994.90
SV Lake No. 5	996.00
HV Lake No. 2	930.00

This easement shall extend the right of use by members, member's families and member's guests, but shall not entitle them to use any of the docks, boats and any other personal property of the owners of record of the lake lots.

18. Owner shall conduct his own survey to establish that minimum living space can be attained on his lot and to establish floor elevation. obtain current lake level datum from General Manager. Owner is urged to verify elevations with surveyor of his choice.
19. References: Declaration of Covenants and Restrictions Article III, Amendment Article 1, current building and camping permit forms and their attachments, Board of Directors July 1997 meeting minutes.

Schedule of Fines for Violations of Governing Documents of Sugar Valley Lake

The following process and fine schedule shall apply to violations of any of the Covenants and Restrictions, Rules and Regulations, By Laws, or any other code adopted by the Board of Directors of the Association. The enforcing body is the Board of Directors of the Association (the "Board").

1. Notice.

- a) A written notice of an alleged violation, written by an agent designated by the board, will be mailed to the applicable owner. Such notice shall provide the owner with 21 days from the date of the notice to do one of the following:
- b) Correct the alleged violation; or Contact the Board and negotiate a timeline for correction; or request a hearing in front of the Board.

2. Hearing.

- a) In the event that the owner elects to request a hearing, the Board shall schedule one within 30 days of receipt of the request.
- b) At the hearing, the owner shall be given a reasonable opportunity to address the Board and to present evidence in support of his or her position.
- c) Any parties opposing the owner's position (such as another owner within Sugar Valley Lake) shall likewise have a reasonable opportunity to address the Board and to present evidence of the alleged violation and/or to counter the evidence provided by the owner.
- d) Subject to the foregoing, the balance of the process shall be left to the discretion of the Board.
- e) The Board shall have the authority to continue the hearing to a later date to allow for the collection of additional evidence and/or to extend deliberations if it deems the same necessary.
- f) The Board shall render its decision in writing within 15 days after the close of the hearing(s).
- g) In the event that the Board rules against the owner, the owner shall have 10 days to correct the violation or be subject to fines and costs as provided in the attached schedule.
- h) The owner shall bear its own costs and expenses in connection with the alleged violation.

3. In the event that the owner does not request a hearing within the 21-day period of, in the case the owner does not prevail in his/her hearing, the Board shall then have immediate authority to impose fines and costs in accordance with the fine schedule adopted by the Board.

4. Each violation may be assessed again every 30 days until the violation has been remedied.

5. In the event that the alleged violation relates to a building in violation of code, the owner charged with a violation shall immediately cease construction or other development work until such time as the alleged violation has been resolved, whether through remediation of the violation or a decision in favor of the owner through the hearings process.

6. All fines and costs levied hereunder as well as all costs incurred by the Board in connection with enforcing any rules or codes against any owner (but specifically excluding costs associated with a hearing for an owner who substantially prevails after such hearing) shall be additional assessments against the applicable owner's lot under the Covenants and Restrictions.

7. Any fines levied against an owner shall be payable within ten (10) days after the date of written notice of the imposition of the fine. If fines are not timely paid, they will bear interest from the initial due date at the lesser rate of (i) twelve percent (12%) or (ii) the maximum rate permitted under applicable law. If fines and late fees are not paid within six months, the Board

will have a lien on the owner's lot and may foreclose the same. The owner shall reimburse the Board for all costs associated with the lien, including, without limitation, all foreclosure costs, and expenses. All fines received by the Board will be deposited in the Property Owner's Association's operating account.

Adopted by the board February 18, 2021

Sugar Valley Lake Home Association Fine Schedule

All fines maybe re-assessed every 30 days that the violation is not cured. i.e., a single violation may be assessed an additional fine for each month it is not remedied. (Updated August 2020)

Fine for all offenses below and including any board approved regulation unless otherwise indicated.

- a) First offense - \$50
- b) Second offense - \$100
- c) Third offense - \$200

Article	Section	Brief Description
iii	1(b)	Structures in the rear of the dwelling house shall be sightly, of neat construction and of a character to enhance the value of the property.
iii	1(c)	No outside toilets shall be allowed.
iii	1(d)	No debris, junk or unsightly accumulation of materials.
iii	1(e)	All materials for the construction of the outside of the dwelling shall be new.
iii	1(f)	All buildings must be finished on the outside/ no mobile home, camper, trailer, tent, or temporary structure allowed outside designated area unless being used by owner or guest as temporary camping or during construction a permanent dwelling.
iii	1(h)	No signs may be placed or maintained on any lot except in the area approved for commercial use.
iii	1(i)	Discarding of refuse in the lakes, on the street, parks, or any area, or the altering, defacing, or damaging of any signs, equipment, or facilities is prohibited. Molesting of swans, geese, ducks or any wildlife is prohibited.
		Unlicensed ATV/Watercraft
		Dogs at beach
		Prohibited dumping of refuse
		Dogs off leash outside of their owner's property
		Unpermitted Campers
		Trash compactor violations
		Underaged drivers with no valid driver's license, Unless under licensed driver's direct supervision a) First offense – Warning b) Second offense - \$100 c) Third offense – Permit revoked
		Boating violations: HOA/Mgr. can suspend boating privileges at their discretion at any time.

NOTES

For other information please see our website
sugarvalleyhiddenvalleylakes.com

Also please visit the official Facebook page
Sugar Valley Hidden Valley Lakes