

**BYLAWS OF
ELBO CREEK ESTATES WEST HOME OWNER'S ASSOCIATION, INC.**

**ARTICLE I
OFFICES**

The principal office of the Corporation in the State of Kansas shall be located at 8450 Lake Elbo Road, St. George, Pottawatomie County, Kansas 66535.

**ARTICLE II
PURPOSES AND OBJECTS**

These Bylaws will set forth the governance of the Elbo Creek Estates West Home Owner's Association. In furtherance of the purposes for which the Corporation has been formed, as set forth in the Articles of Incorporation, the purposes and objects are as follows:

(A) To develop a community designed for safe, healthful, and harmonious living.

(B) To promote the collective and individual property and civic interests and rights of all persons, firms, and Corporations owning property, Lots, or Common Area as designated on a recorded plat of the Elbo Creek Estates Subdivision, Pottawatomie County, Kansas.

(C) To care for the improvements and provide for the maintenance or establishment or construction of any community center, swimming pool, recreation facility, structures, lighting play areas, path systems, gateways, public easements, parkways, grass plots, parking areas, and any facilities of any kind dedicated to community use and other open spaces and other ornamental features within the

above described tract, which now exist or which may subsequently be installed or constructed.

(D) To assist the owners in maintaining in good condition and order all vacant Lots now existing or that subsequently will exist in the tract, and further assisting the owners of such Lots or tracts of land in preventing them from becoming a nuisance and a detriment to the beauty of the tract and to the value of the improved property in the tract, and to take any action with reference to such vacant Lots as may be necessary or desirable to keep them from becoming such nuisance and detriment.

(E) To enforce conditions, covenants, restrictions, and reservations as set forth in the Declaration of Protective Covenants; to aid and cooperate with the members of the Elbo Creek Estates West Home Owner's Association and all property owners in the tract in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now or may hereafter be in existence; and to counsel with the Pottawatomie County Planning Commission having jurisdiction in relation to any zoning that may affect any portion of the subject property.

(F) Generally, to do any and all things necessary to promote the general welfare of the residents and owners of Lots situated within the above described tracts, and any subsequent Lots added in the subdivision, and their property interests in the subdivision or future phases or units thereof.

(G) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business

and the fulfillment of its purposes and objectives, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.

(H) To arrange social and recreational functions for its members.

(I) To exercise any and all powers that may be delegated to it by the owners of real property in the tract.

(J) This Corporation shall not engage in political activity or pursue political purposes of any kind or character.

(K) To allow for the entering into cooperative agreements with the Elbo Creek Estates East Home Owner's Association, or any Home Owner's Associations in adjacent subdivisions, or Home Owner's Associations in other units or other phases of Elbo Creek Estates Subdivision if any such separate Home Owner's Association are established; to share common areas and common facilities if they are in existence; or to otherwise cooperate in providing services to members of such Associations and to share in the upkeep and costs of such services or common areas.

(L) The real estate encompassed and served by the Elbo Creek Estates West Home Owner's Association and by these Bylaws shall be increased automatically as additional phases or units of the Elbo Creek Estates Subdivision are platted and developed. No amendment of these Bylaws shall be necessary or required to incorporate and include such future phases or units of the Elbo Creek Estates Subdivision into the Elbo Creek Estates West Home Owner's Association, and the real estate encompassing such future phases or units of the Elbo Creek

Estates Subdivision shall be included in the Elbo Creek Estates West Homeowner's Association as such units or phases are platted.

**ARTICLE III
DEFINITIONS**

As used herein the following words and terms shall have the following meanings:

(A) 'Developer' shall mean and refer to Elbo Creek, LLC, its successors and assigns, Elbo Creek, LLC, being the owner and developer of the above described real estate and the grantor of the above described building Lots contained within the Elbo Creek Estates, Unit One, Subdivision, together with future units or phases of Elbo Creek Estates Subdivision.

(B) 'Lot' shall mean and refer to Lots delineated and numbered on a recorded plat of the Elbo Creek Estates Subdivision, including any other Lots in adjacent subdivisions currently owned and being developed by Developer, and all future phases or units of Elbo Creek Estates Subdivision owned and being developed by Developer as the same are platted and developed. Each 'Lot' is held and sold by the Developer for the exclusive purpose of constructing single family residential dwellings (one dwelling residence per Lot), or where shown by the recorded plat and permitted by the zoning regulations of Pottawatomie County, Kansas, or duplexes or multifamily structures, all in compliance with the covenants, conditions, restrictions, and easements set forth in any applicable Declaration of Protective Covenants filed in the Office of the Register of Deeds of Pottawatomie County, Kansas, as to the above real estate.

(C) The 'Owner' shall mean and refer to the 'owner of record,' his/her or its successors or assigns, whether one or more persons or entities, of the fee simple fee title to any of the Lots which are a part of the above described real estate. Owners include beneficial owners and contract sellers, but do not include those security owners that have such interest merely as security for the performance of an obligation.

(D) The 'Common Area' shall mean and refer to any land delineated and so designated on the recorded plat within the Subdivision (or additional phases or units thereof), to be owned by the Association upon the conveyance of such common areas to the Association by the Developer.

(E) The 'Association' shall mean and refer to the Elbo Creek Estates West Home Owner's Association, its successors or assigns. The Association is a nonprofit corporation governed by these Bylaws, whose major purpose is to manage and maintain collective common areas; common facilities; community services; and enforce the covenants, conditions, restrictions and easements set forth in the Declaration of Protective Covenants.

(F) The 'Architectural Control Committee' shall mean the Developer alone until the last Lot in Elbo Creek Estates Subdivision is sold or until the Developer relinquishes responsibility to the Association.

(G) The 'Board of Directors' shall mean and refer to the elected board established by these Bylaws to execute policies and decisions of the membership, prosecute the Association's objectives

and exercise the supervision, control and direction of the Association, and to carry out those other duties and responsibilities as provided for by the Bylaws.

(H) The 'Bylaws of the Association' shall mean and refer to these Bylaws duly adopted by the Association which shall govern the affairs of the Association such as membership, fees and dues, assessments, meetings, officers, elections, committees, mail vote, amendments, liabilities, funds and dissolution.

(I) A 'Builder' shall mean an owner of record of the fee simple fee title to any of the Lots which are a part of the above described real estate, the purpose of such ownership being to build and sell a residential house to an end-user purchaser.

ARTICLE IV MEMBERS

(A) Class of Members. The Corporation shall have one class of Members. The qualifications and rights to be Member shall be as follows:

(1) Every Owner of any of the following Lots, to wit: Lots One (1) through Fifty (50) in Elbo Creek Estates, Unit One, Subdivision, as more particularly described in these Bylaws, shall be a member. Membership shall be mandatory and irrevocable and may not be separated from ownership of any Lot.

(2) Every Owner of any Lot situated in future adjacent phases or units of Elbo Creek Estates Subdivision, or adjacent subdivisions, which are being developed by Developer, as the same are platted, shall be a Member. Membership shall be mandatory and irrevocable and may not be separated from ownership of any Lot.

(3) Every Owner of any Lot platted for duplexes or for multi-family dwelling units, shall be a Member. Membership shall be mandatory and irrevocable and may not be separated from ownership of any such Lot.

(4) Membership shall include an undertaking to comply with and be bound by the Articles of Incorporation, these Bylaws and any amendments to them, and the policies, rules, and regulations at any time adopted by the Association in accordance with these Bylaws.

(5) Membership in the Association shall terminate on such Member's ceasing to be a beneficial owner of a building site or Lot in the property described in these Bylaws.

(B) Voting Rights. Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members. The voting rights of the Members shall be as follows:

(1) A member shall have one vote for each residential Lot of which he or she is a beneficial owner. Where two or more Owners own a Lot, only one vote for such Lot or unit owned shall be allowed, and such joint Owners shall designate and register with the Secretary of the Association the name of that Owner entitled to cast such single vote. Where a Lot is platted and zoned for duplexes or multi-family structures, only one vote shall be permitted for such Lot. Where a Lot is "split" or subdivided in conformity with the zoning regulations of Pottawatomie County, Kansas, then the Owner of each Lot resulting from such division or split shall be entitled to one vote.

(2) At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary.

(3) The Board of Directors is authorized to establish regulations providing for voting by mail.

(C) Assignment of Rights. An Owner who is a member of the Association may assign his or her membership rights to a tenant residing in or on the beneficial owner's building site or unit. Such assignment shall be effected by filing with the Secretary of the Association a written notice of assignment signed by the beneficial member.

**ARTICLE V
MEETINGS OF MEMBERS**

(A) Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing Directors shall be held in Pottawatomie County, Kansas, in February of each year, beginning with the year 2008. The time and place shall be fixed by the Directors.

(B) Regular Meetings. In addition to the annual meetings, regular meetings of the members shall be had at such time and place as shall be determined by the Board of Directors.

(C) Special Meetings. A special meeting of the members may be called by the Board of Directors under the following circumstances:

(1) A special meeting of the members must be called within 30 days by the President of the Board, or the Board of Directors, if requested by not less than 30% of the members having voting rights.

(D) Follow-up Special Meeting. If at any annual or special meeting that is properly called, less than the sufficient number of members to constitute a Quorum are in attendance, the President or a

majority of the Board of Directors may call a follow-up special meeting by providing 10 days notice of the follow-up special meeting to the members.

(1) The notice of follow-up special meeting shall inform the members of the issue to be considered and that at previous annual or special meeting a quorum of members was not present to make a decision. The notice shall also inform the members of the decisions to be made at the follow-up special meeting and that a majority of the members attending the follow-up special meeting would make the decision.

(2) Notwithstanding the provisions of Paragraphs (E) and (F) below, at that follow-up special meeting only, the members holding 50 percent of the votes of those present at the follow-up special meeting may decide the issue.

(E) Notice of Meetings. Written notice for annual and special meetings shall state the place, day, and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than 20 days before the date of such meeting, or at the direction of the Secretary. Written notice for follow-up special meeting shall state the place, day, and hour of any follow-up special meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than 10 days before the follow-up special meeting to the members.

(F) Quorum. Except for the for the provisions of Paragraph (D) above, members holding 50 percent of the votes that may be cast at any

meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting without further notice.

(G) Proxies. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after six months from the date of its execution, unless otherwise provided in the proxy.

(H) Voting by Mail. Where Directors or Officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the Board of Directors shall determine.

(I) Action by Consent. Any action to be taken at a meeting of the members of the Corporation may be taken without a meeting if consents, in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

(J) No such action by the Board or Members, or amendment of these Bylaws shall be effective without the consent of the Developer until such time as all of the Lots -- together with any land that may be designated as Common Area in the future, on the recorded plat of said Elbo Creek Estates Subdivision, as well as adjacent developments or subdivisions that may be owned by and being developed by Developer as the same are subsequently platted -- have been sold, or until such time as the Developer relinquishes such right. In this regard, until

such rights are relinquished or termination, the Developer may veto any action by the Board of Directors or Association Members.

**ARTICLE VI
BOARD OF DIRECTORS**

(A) General Powers. The affairs of the Elbo Creek Estates West Home Owner's Association shall be managed by the Board of Directors, subject to instructions by a majority (except as otherwise provided in these Bylaws) of the total membership at a regular meeting, or subject to the approval of a majority (except as others provided by these Bylaws) of the total membership as expressed by a vote of the membership, and subject to the consent of the Developer. The Board of Directors shall: procure and maintain adequate liability and hazard insurance on the property owned by the Association; cause the common areas to be maintained in a high quality manner, including landscaping, maintenance, and replacement; determine the annual assessment for each Lot, as provided by these Bylaws; and perform such other acts and duties as provided by the Articles of Incorporation and these Bylaws.

(B) Number, Tenure. and Qualifications. There shall be three (3) Directors. Each Director shall be a member of the Association and shall hold office for a term of two years. The Developer shall be a Director until all of the Lots situated within the tracts described in Article II above, as well as additional phases or units of Elbo Creek Estates Subdivision that are platted and developed, have been sold or until the Developer relinquishes the right.

(C) Regular Meetings. The Board of Directors may meet as often as it deems necessary, but must meet semi-annually, at a time and place it shall select.

(D) Special Meetings. A special meeting of the Board of Directors may be called by or at the request of the President or of any two Directors.

(E) Notices. Notice of any special meeting of the Board of Directors shall be given at least 7 days prior to such meeting, by written notice delivered personally, sent by telephone facsimile (FAX) equipment, or sent by mail to each Director. Any Director may waive notice of any meeting.

(F) Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at such meeting, a majority of the Directors present may adjourn the meeting, without further notice.

(G) Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

(H) Vacancies. Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of the increase in the number of Directors, shall be filled by election by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

**ARTICLE VII
OFFICERS**

(A) Officers. The Officers of the Corporation shall be a President, who shall be one of the Directors of the Corporation, and a Secretary/Treasurer.

(B) Qualifications and Method of Election. The Officers shall be members of the Association and shall be elected by the Board of Directors, and shall serve for a term of one year. The President shall be a member of the Board of Directors.

(C) President. The President shall preside at all meetings of the Corporation and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Corporation, and shall serve as a member ex officio of all standing committees.

(D) Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all of the meetings of the Corporation and of the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all corporate records. The Secretary/Treasurer shall receive all corporate funds, keep them in a bank or other savings institution approved by the Board of Directors, and pay out funds only on notice signed by the Secretary/Treasurer and by one other officer. The Secretary/Treasurer shall be a member ex officio of the finance committee.

(E) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by

any member of the Board of Directors for the unexpired portion of the term.

**ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE**

(A) Architectural Control Committee. The Association's Architectural Control Committee shall be a standing committee, consisting of not less than one (1) nor more than three (3) members, to be appointed by Board of Directors. The Architectural Control Committee shall review and implement the requirements of this section. The Developer will be the sole member of this Committee until the last Lot within the tracts described in Article II above as well as additional phases or units of the Elbo Creek Estates Subdivision as platted and developed, have been sold, unless the Developer allows additional members or relinquish sole control of the Architectural Control Committee before that time.

(B) Architectural considerations and preservation of natural amenities are major planning objectives in Elbo Creek Estates, Unit One Subdivision, and in future phases or units of the Elbo Creek Estates Subdivision. The items outlined herein are not intended to be unduly restrictive or inflexible, but rather to be used as minimum standards to attain and maintain a desirable level of consistency and quality in community appearance and generally maintain property values throughout the Subdivision.

(C) Pursuant to the Declarations of Protective Covenants, no building, structure, or improvement including, but not limited to

basement excavation, grading, walls, fences, major landscaping, etc., shall be commenced, constructed, or maintained on any Lot, nor shall any exterior addition, change, or alteration thereto be made until proposed improvement plans have been submitted and approved in writing by the Architectural Control Committee. Generally, improvement plans will include, but not be limited to:

- (1) A site plan indicating property lines, location of proposed structure and/or site improvements, and location of easements and setbacks.
- (2) A floor plan(s) indicating wall lines, room use, window and door locations, and overall structure dimensions.
- (3) Exterior, street facing elevation indicating architectural treatment, roof line, window and door openings, exterior materials and colors, and proposed ground line.

(D) All improvements shall be constructed and maintained in accordance with approved plans. The Architectural Control Committee shall use its discretion and reasonable judgment in evaluating and passing upon all such plans, and shall not be liable to any person for its actions in connection with submitted plans and specifications.

(E) The Architectural Control Committee shall act upon the plans and specifications submitted within seven (7) working days after receipt of all first time construction and within thirty (30) days for homeowner revisions and additions. If no action is taken by the committee within the specified periods, the plans shall be deemed

approved. Should the committee reject a plan or request for changes and the plans are resubmitted, the Committee shall have ten (10) days upon which to act on the resubmitted plans.

(F) Approval of plans by the Association in no way abates or deletes compliance with or the securing of any approvals, permits, codes, or ordinances which may be required by Pottawatomie County, now or in the future.

ARTICLE IX FEES, DUES, AND ASSESSMENTS

(A) Purposes. Assessments levied by the Association shall be used exclusively for the improvement and maintenance of the common Areas and facilities within the Subdivision, including future phases or units thereof being developed by the Developer, or where cooperative agreements have been entered into with other Homeowners Associations, then for facilities set out or contemplated by such cooperative agreements, and to promote the general recreation, health and safety, and welfare of the Owners. Subject to the other provisions of these Bylaws, the dues for the Association shall be determined annually by the Board of Directors. Unsold Lots owned by Developer shall not be subject to annual or special assessments. The types of assessments include:

(1) Annual or Regular Assessment. As a part of the normal operation of the Association, Regular or Annual Assessments may be levied against the Lots in the development of Elbo Creek Estates, Unit One Subdivision. Except as otherwise specifically provided herein,

each Owner of a Lot shall pay as its Regular Assessment his/her proportionate share of the common expenses of the Association, as may be provided for in the Association Bylaws, or as determined by the Board of Directors. The Regular Assessment shall be paid on a monthly basis.

(2) Special Assessment. Special Assessments shall be levied by the Developer or Association against an Owner to Reimburse the Association for:

(i) Costs incurred in bringing an Owner or his Lot into compliance with the provision of this Declaration, the Association Bylaws, or applicable Association Rules.

(ii) Fines levied or fixed by the Association Board of Directors as provided herein.

(iii) Reimbursement to the Developer in those cases where Pottawatomie County draws a draft on the Developer's irrevocable letter of credit for Elbo Creek Estates Subdivision as a result of an Owner's failure to pay his/her tax obligations or Special Assessments for county bonded improvements to the Lot.

(iv) Attorneys' fees, interest, and other costs or charges provided to be paid as, or which are incurred in connection with a Special Assessment in accordance with this Declaration, the Association Bylaws, or applicable Association Rules.

(v) Any charge designated as a Special Assessment in this Declaration, the Association Bylaws, or applicable Association Rules.

(B) Obligations and Lien. The Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is obligated and agrees to pay to the Association's (1) annual assessments or charges, and (2) special assessments under such terms and conditions as are herein provided. The annual and special assessments, together with penalties, interest, costs, and reasonable attorney's fees, shall be a charge on the Owner's Lot and shall be a continuing lien upon the property against which each such assessment is made until paid. Each assessment, associated expense, and obligation shall pass with the Lot to a successor Owner in title. Further, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon request, and for a reasonable charge, furnish a certificate signed by the treasurer of the Association setting forth the assessments owed to date on the specified Lot.

(C) Delinquent Obligations. If any assessment is not paid within thirty (30) days after the due date, a ten percent (10%) penalty shall be added to the unpaid balance. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot. No Owner may waive or otherwise avoid liability for the assessments provided for herein by no use of the Common Area or abandonment of his Lot.

(D) Collections. Both annual regular and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis. Annual assessments shall commence on all Lots sold for occupancy on the first day of the month following such sale and

shall be due the first day of every month thereafter. The annual assessment period shall run from January 1 to December 31. The treasurer shall immediately notify each Owner in writing of any increase in the annual assessments. Unsold Lots owned by the Developer shall not be subject to annual or special assessments; however, the Developer shall maintain all unsold Lots.

(E) Maximum Assessments. The initial monthly assessment of an Owner shall be Fifteen dollars (\$15.00) per month for such ordinary expenditures as maintenance of Common Areas and facilities, supervision and management, and similar expenses and services as authorized by the membership and/or the Board of Directors. After January 1, 2008, the maximum annual assessment (dues) shall not be increased by the Board by more than ten percent (10%) of the previous year's assessment for any calendar year unless by a fifty-one (51%) percent vote of concurrence and approval of those members present at the annual, special or follow-up special membership meeting of the Association. The monthly assessment for a Builder shall not become due, payable or begin to accrue until the seventh (7) month after the Builder owns the Lot or until the Lot is sold, whichever is earlier.

(F) Special Assessments. In addition to those Special Assessment rights set forth in Section A(2) of this Article IX, Special assessments, payable in installments or otherwise, may be authorized and levied as special dues for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction, repair, maintenance, or the replacement of a capital improvement. The special assessments set forth in this Article IX, Section F shall only

be authorized by a fifty-one (51%) percent vote of concurrence and approval of those members present at the annual, special or follow-up special membership meeting of the Association. This provision does not limit the Developer or Board from exercising its Special Assessment rights as set forth in Article IX, Section A(2).

(G) Notices-Increases and Special Assessments. The Board of Directors shall give written notice to all Owners and members of any meeting called for the purpose of considering or acting upon a proposal to increase the Regular Assessment in excess of ten (10%) percent, or to consider or act upon a proposal for a Special Assessment pursuant to Article IX(F). The notice shall be mailed to all members not less than twenty (20) days in advance of the meeting, and shall specify the time, date, and place of the meeting, the nature of the increase in the assessment, and the reason(s) therefore. The Board of Directors is authorized to increase an annual assessment after January 1, 2008, by ten percent (10%) (or less) per annum; but, shall first give reasonable notice of its intentions to do so to all members and shall hold a hearing to provide Owners and members an opportunity to express themselves on the subject. Increase in the annual assessment in excess of ten percent (10%), or of a special assessment, may be approved by mail ballot when affirmative votes are received and signed by fifty-one percent (51%) of all members of the Association after such ballot has been completed. The mail ballot is to authorize such an assessment in lieu of those procedures to be followed at a meeting of the membership. No assessment shall be levied or authorized before the calendar year in which the assessment

is authorized. Two thirds (2/3) of the Board of Directors shall concur with any proposal for a special assessment or the increase of the annual assessment in excess of ten percent (10%) before the proposal is submitted to the Association membership for its action.

**ARTICLE X
FISCAL YEAR**

The fiscal year of the Corporation shall be on a calendar year basis, commencing January 1, and ending December 31.

**ARTICLE XI
AMENDMENTS**

Any proposed amendment to these Bylaws, or to the Articles of Incorporation, or to the Declaration of Protective Covenants, must be submitted in writing at any regular or special meeting of the members of the Corporation. Notice of any proposed amendment, including the specifics of any proposed amendment, shall be submitted to the members, together with the notice of the meeting of the members, at least twenty (20) days prior to such meeting. Such proposed amendment shall be read to the meeting by the Secretary, and shall be printed on ballots distributed to all members by mail. A proposed amendment shall become effective when approved by a two thirds (2/3) majority of the members entitled to vote. No such amendment shall be effective without the consent of the Developer until all of the Lots in the Subdivision as well as any additional tracts or units of said Elbo

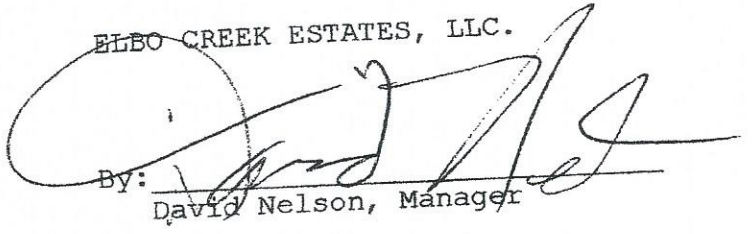
Creek Estates, Subdivision which are owned by and being developed by Developer have been sold.

**ARTICLE TWELVE
COOPERATIVE AGREEMENTS**

The Board of Directors is authorized and empowered to enter into cooperative agreements with any Home Owners Associations in adjacent subdivisions, or with adjacent units or phases of Elbo Creek Estates Subdivision which are owned by and being developed by Developer as the same are subsequently platted, or to otherwise cooperate in providing services to members of such associations, and to share in the upkeep and costs of such services or common areas. Any increase in assessments or dues, or any special assessments resulting from any such cooperative agreement shall be subject to the provisions of Article Nine above.

Dated and executed by the Developer this 1st day of Jan., 2007.

ELBO CREEK ESTATES, LLC.

By: 
David Nelson, Manager