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CONDOMINIUM DECLARATION

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RUDOLPH SCOTT  
REGISTER OF DEEDS

OF

BY \_\_\_\_\_ DEP. : PARK PLACE CONDOMINIUM

THIS DECLARATION, made as of this 20TH day of JULY, 1983, by Park Place I, Inc., a Kansas Corporation (hereinafter called "Developer"), pursuant to the provisions of the "Apartment Ownership Act" of the State of Kansas, Section 58-3101 et seq. of the Kansas Statutes Annotated (hereinafter called the "Act").

RECITALS:

(A) Developer is the owner of that certain land in Overland Park, Johnson County, Kansas, which is more fully described on Exhibit A attached hereto, together with the buildings, parking areas, recreational facilities and other improvements constructed on such land.

(B) By recording this Declaration and the exhibits attached hereto, Developer intends to submit the land described in Exhibit A and the improvements constructed thereon, together with the appurtenances pertaining thereto, to the provisions of the Act.

NOW, THEREFORE, Developer does hereby and upon the recording of this Declaration, duly executed and acknowledged, submit the Property (as defined in Section 3 hereof), in the manner and form shown on the plat of Park Place Condominium recorded contemporaneously with this Declaration, to the provisions of the Act and declares that the Property shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized, upon and subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and obligations set forth in this Declaration and the exhibits hereto, all of which shall run with all or any portion of the Property and shall be binding upon and inure to the benefit of Developer, its grantees, successors and assigns, and any persons,

associations, corporations or other legal entities acquiring or owning any interest in the Property, their grantees, successors, heirs, legal representatives and assigns, and in furtherance thereof, it is hereby provided as follows:

Section 1. Name of Condominium. The name by which the Property shall be known is "Park Place Condominium" (the "Condominium").

Section 2. Enumeration of Exhibits. The Exhibits enumerated in this Section and attached to this Declaration are hereby made a part of this Declaration by this reference:

Exhibit A - Description of the Land

Exhibit B - The Bylaws of the Association

Exhibit C - Description of Unit Interests

Section 3. Definitions. Certain terms as used in this Declaration and the Exhibits attached hereto shall, unless the context clearly indicates a meaning different therefor, be defined as follows:

(a) "Association" shall mean the "Park Place Condominium Association, Inc.", a Kansas nonprofit corporation, or its successor(s);

(b) "Board of Directors" shall mean the board of directors of the Association;

(c) "Buildings" shall mean all buildings containing one or more Residential Units and which are located on the Land.

(d) "Bylaws" shall mean the bylaws of the Association set forth in Exhibit B, as the same may be amended from time to time.

(e) "Common Areas and Facilities" shall mean all portions of the Property, except the Units.

(f) "Common Expenses" shall mean and include the following:

(i) All sums lawfully assessed against the Unit Owners by the Association.

(ii) Expenses of administration, maintenance, repair and replacement of the Common Areas and Facilities, including reserves therefor as required by the Condominium Documents.

(iii) Expenses agreed upon as Common Expenses by the Association.

(iv) Expenses declared Common Expenses by the Act or by this Declaration or the Bylaws.

(v) Sewerage and water charges and impositions in respect of the Units and Common Areas and Facilities.

(g) "Condominium Documents" shall mean this Declaration, the Articles of Incorporation of the Association, the Bylaws, the Plat, and the Rules and Regulations governing the use of the Property, and all attachments and exhibits thereto, as the same and such attachments and exhibits may be amended from time to time.

(h) "Declaration" shall mean this instrument, as the same may be lawfully amended from time to time.

(i) "Land" shall mean the tract of real property described on Exhibit A hereto.

(j) "Limited Common Areas and Facilities" shall mean the Common Areas and Facilities reserved for use of specified Residential Units, consisting of: all patios, balconies and storage areas which are designated on the plat by the letters "P," "R," and "S," respectively, with a corresponding Residential Unit number.

(k) "Manager" shall mean any manager which the Board of Directors may from time to time employ as provided in the Declaration, to maintain, administer and operate the Property or any part thereof.

(l) "Mortgage" shall mean a mortgage constituting a lien on a Unit, and shall include a deed of trust.

(m) "Mortgagee" shall mean the holder of a Mortgage and shall include a beneficiary under a deed of trust.

(n) "Occupant" shall mean a Person in lawful possession of a Unit, regardless of whether the Person is a Unit Owner.

(o) "Person" shall mean an individual, corporation, partnership, trustee or other legal entity or representative capable of holding title to real property.

(p) "Plat" shall mean the plat of the Condominium recorded contemporaneously with and as a part of this Declaration.

(q) "Property" shall mean the Land, the Buildings and other improvements and structures now or hereafter constructed on the Land and all easements, rights and appurtenances belonging thereto, and all fixtures, equipment and articles of personal property intended for the mutual use, benefit or enjoyment of the Unit Owners.

(r) "Record" shall mean to record in the Office of the Register of Deeds of Johnson County, Kansas.

(s) "Residential Unit" shall mean a part of a Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and having a direct exit to a public street or highway or to a Common Area or Facility leading to such street or highway. Each Residential Unit and the legal designation thereof are as shown on the Plat. Each Residential Unit consists of all of the space bounded horizontally and vertically by the undecorated or unfinished (or both) interior surfaces of its perimeter walls, floors, ceilings, windows and window frames and doors and door frames. Each Residential Unit includes



both portions of a Building within such boundaries and the space so encompassed, including, without limitation, the interior surfaces of permanent walls, windows, doors, floors, and ceilings and all finished materials or coverings applied to any interior walls, doors, floors and ceilings, and all appliances, wiring, plumbing, utility lines and fixtures within such boundaries and the space so encompassed; provided, however, (i) any load bearing columns or weight supporting walls (but not the visible portions thereof or any paint, paper or other covering thereof) shall be a part of the Common Areas and Facilities, and (ii) with respect to any chutes, flues, ducts, conduits, wires and other apparatus lying partially within and partially outside the boundary of a Residential Unit, any portions thereof serving only such Residential Unit shall be deemed a part of such Residential Unit while portions thereof serving more than one Residential Unit or any portion of the Common Areas and Facilities shall be deemed a part of the Common Areas and Facilities. All exterior doors, window frames, panes and screens shall be a part of the Residential Unit to which they are attached; provided, however, the decoration and painting of the exterior surfaces (but not the components) of such doors, window frames, panes and screens which are visible from either the exterior of a Building or from the Common Areas and Facilities shall be the responsibility of the Association. Each Residential Unit shall also include all heating and air conditioning equipment and lines and other facilities used in connection therewith located outside a Residential Unit but which exclusively serve such Residential Unit.

(t) "Rules and Regulations" shall mean the rules and regulations (as the same may be amended from time to time) governing the use of the Property as set forth in the Condominium Documents and as established by the Association in accordance with this Declaration and the Bylaws.

(u) "Unit Interest" shall mean the percentage of ownership interest in the Common Areas and Facilities allocated to each Unit as shown on Exhibit C hereto.

(v) "Unit" shall refer to a Residential Unit.

(w) "Unit Owner" shall mean the Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

Section 4. Unit Description and Unit Interests. The legal description of each Unit is designated by the Unit number or symbol of the Unit as shown on Exhibit C and following the Unit designation on Exhibit C is the Unit Interest allocated to each Unit. The Unit Interests have been computed on a par value basis, and the Unit Interests as set forth on Exhibit C shall remain constant unless hereafter changed by written agreement of all Unit Owners in the form of an amendment to this Declaration duly Recorded. The aggregate of all Unit Interests expressed as a percentage is 100%.



Section 5. Ownership of Units. Upon Recording of this Declaration and the Plat, the Property shall become subject to the provisions of the Act, and all Units shall thereupon be capable of ownership in fee simple or any lesser estate and may thereafter be conveyed, leased, mortgaged or otherwise dealt with in the same manner as other real property, but subject, however, to the provisions, conditions and limitations imposed by the Act and the Condominium Documents. Each Unit Owner shall be entitled to the Unit Interest appertaining to his Unit as computed and set forth in Exhibit C, and ownership of such Unit and of the Unit Owner's corresponding Unit Interest shall not be separated. In the event that two or more Units are now or hereafter owned by one Unit Owner, such Unit Owner shall be entitled to the Unit Interest appertaining to each Unit.

Subject to the other provisions of this Declaration and the Bylaws and the Rules and Regulations, the Common Areas and Facilities may be used non-exclusively (except as set forth in Section 10 hereof) by each Unit Owner, Occupants of the respective Units and their respective employees, invitees and guests, for the purposes for which the Common Areas and Facilities are designed and intended, and without limiting the foregoing, for the express purpose of providing ingress to and egress from the respective Units. No such use shall hinder or encroach upon the lawful rights of any other Unit Owner or other Person entitled to use the Common Areas and Facilities.

Section 6. Instrument Affecting Unit Affects Unit Interest. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat and as set forth in the Declaration, and every such description shall be deemed good and sufficient for all purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the Unit Owner's corresponding Unit Interest even though the same is not expressly mentioned or described therein.

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Section 7. Common Areas and Facilities and Units Shall Remain Undivided.

(A) As long as the Property is subject to the provisions of the Act, the Common Areas and Facilities shall remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Areas and Facilities or any part thereof, unless the Property shall be removed from the provisions of the Act as provided in Sections 15 and 17 of this Declaration. Any covenant or agreement to the contrary shall be null and void.

(B) No Unit may be divided or subdivided into a smaller Unit or Units other than as shown on the Plat, nor shall any Unit or portion thereof be added to or incorporated into any other Unit except as specifically provided in this paragraph. If a Unit Owner acquires an adjoining Unit, such Unit Owner shall have the right to remove all or a part of any intervening partition or to create doorways or other appurtenances therein, notwithstanding the fact that such partition may in whole or in part constitute a portion of the Common Areas and Facilities, so long as no portion of any load bearing wall, column or structural member is materially weakened or removed and no portion of the Common Areas and Facilities, other than that partition is damaged, destroyed or endangered; provided, however, any wiring, ducts, conduits, utility apparatus or equipment contained in any intervening partition so removed and which serve any portion(s) of the Property located outside such Unit and adjoining Unit shall be immediately relocated by such Unit Owner, at his sole cost and expense, so that the benefit thereof to such other portion(s) of the Property shall be unimpaired. No Unit Owner shall do any work which would jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement or hereditament without in every such case the unanimous consent of all other Unit Owners being first obtained.

(c) Nothing contained in this Section or elsewhere in this Declaration shall prevent partition of a Unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

Section 8. Common Expenses to be Paid by Unit Owners; Unpaid Amount to Constitute Lien; Foreclosure.

(A) Each Unit Owner shall pay his proportionate share of the Common Expenses, which proportionate share shall be in the same percentage as his Unit Interest set forth on Exhibit C. Payment thereof shall be in the amounts and at the times as determined by the Board of Directors, as hereinafter provided in this Declaration or the Bylaws. All funds and other assets of the Association (including excess of receipts of the Association from assessments, rents, profits and revenues from whatever source over the amount of Common Expenses ("Common Profits")), shall be owned by each Unit Owner in the same percentage as his Unit Interest. Except for distribution of any insurance proceeds as provided in this Declaration, or upon removal of the Condominium from the provisions of the Act, any attribution or distribution of Common Profits which may be made from time to time shall be made to the then Unit Owners in accordance with their respective Unit Interests.

(B) If any Unit Owner shall fail or refuse to make any payment of the Common Expenses when due, the amount thereof, together with a delinquency charge in an amount not exceeding five percent (5%) of the unpaid amount of the payment, or two dollars and fifty cents (\$2.50) whichever is less, from the date 10 days after the due date thereof until paid, shall constitute a lien on the interest of such Unit Owner in the Property. Such lien shall be prior to all other liens, excepting only (i) tax liens of the Unit Owner's interest in the Property or any part thereof in favor of any assessing unit and and special district, and (ii) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by suit by the Board of



Directors or Manager, acting on behalf of the Unit Owners, in like manner as a mortgage on real property. In any such foreclosure action, the Unit Owner shall be required to pay a reasonable rental for the Unit, if so provided in the Bylaws, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors or Manager, acting on behalf of the Unit Owners shall have the power to bid in the Unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any sums obtained by the Board of Directors in any such foreclosure action or as a result of such acquisition, sale or lease shall first be applied to the unpaid Common Expenses in respect of such Unit. Suit to recover a money judgement for unpaid Common Expenses may be maintained without foreclosing or waiving the lien securing the same.

(C) Where the Mortgagee holding a first Mortgage of Record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of such first mortgage or conveyance in lieu thereof, such acquirer of title and his successors and assigns, shall not be liable for the share of the Common Expenses chargeable to such Unit which become due prior to the acquisition of title to such Unit by such acquirer and his successors and assigns.

(D) In the event any Person acquired or is entitled to the issuance of a sheriff's or other official deed in foreclosure of the lien for Common Expenses as provided in this Section, the deed conveying the interest of any Unit Owner and the interest so acquired shall be subject to the provisions of the Act and the terms, provisions, covenants, conditions, and limitations contained in the Condominium Documents and any deed affecting such interest then in force.

(E) In a voluntary conveyance, the grantee of any Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, any such grantee shall be entitled to a statement from the Board of Directors or Manager, as the case may be, setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

(F) Notwithstanding anything to the contrary contained in this Declaration or any other Condominium Document, no Unit Owner shall be exempt from payment of such Unit Owner's proportionate share of the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by abandonment of the Unit of such Unit Owner.

(G) Any Mortgagee of a Unit whose Mortgage is inferior to the lien described in paragraph (B) of this Section may, in writing, request from time to time a written statement from the Board of Directors setting forth the unpaid amount of the Common Expenses applicable to the Unit encumbered by its Mortgage and unless the request is complied within 20 days of the date thereof, all unpaid Common Expenses in respect of such Unit which became due prior to the date of such request shall be subordinate to the lien of such Mortgage. Any Mortgagee holding a Mortgage on a Unit may pay any unpaid Common Expenses in respect of such Unit and upon payment thereof, such Mortgagee shall have a lien on such Unit for the amount so paid at the same rank as its Mortgage.

Section 9. Liens Affecting More Than One Unit.

(A) Upon the Recording of this Declaration and so long as the Property remains subject to the Act, no lien shall thereafter arise or be effective against the Property. During such period liens or encumbrances shall arise or be created only against each Unit and its corresponding Unit Interest, in the same manner and under the same conditions in every respect as liens or encumbrances may arise or be created upon or against any other separate parcel of real property subject to individual ownership; provided, however, anything to the contrary contained herein notwithstanding, no labor performed or materials furnished with the consent of or at the request of a Unit Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the interest of any other Unit Owner in the Common Areas and Facilities or Units, or against any part thereof, unless such other Unit Owner has expressly consented to or requested the same, except that such express consent shall be deemed to be given by the Unit Owner in the case of emergency repair to his Unit Labor performed or materials furnished for the Common Areas and Facilities, if duly authorized by the Association, Board of Directors or Manager in accordance with the Act or the Condominium Documents, shall be deemed to be performed with the express consent of each Unit Owners and shall be the basis for the filing of a lien against each of the Units, and shall be subject to the provisions of paragraph (B) of this Section.

(B) In the event any lien exists against two or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any Unit so affected may remove the lien from his Unit and the Unit Interest appertaining thereto by payment of the fractional or proportional amount attributable to his Unit, which payment shall be computed with reference to the percentage of his Unit Interest set forth in Exhibit C. Upon such payment, discharge or other satisfaction of such lien, such Unit and its corresponding Unit Interest shall be free and clear of the lien so paid, satisfied or discharged. Any such payment, discharge or other satisfaction shall not prevent the lienor from proceeding to enforce its rights against any Unit or Unit Interest with



respect to which the lien has not been so paid, satisfied or discharged.

Section 10. Limited Common Areas and Facilities. The Unit Owner of any Unit to which a Limited Common Area and Facility pertains shall have an exclusive and irrevocable easement for the use of the same, subject to the Rules and Regulations. The cleanliness and orderliness of the Limited Common Areas and Facilities shall be the sole responsibility of the Unit Owner to whose Unit the Limited Common Areas and Facilities pertain, but the responsibility for maintenance, painting, repair and replacement thereof, together with control over the exterior decoration of the same, shall be vested in the Association.

Section 11. Taxes, Assessed and Levied Against Units. Each Unit and the Unit Interest pertaining thereto shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, including, without limitation, special ad valorem levies and special assessments; provided, however, until such taxes, assessments, or other charges are separately levied and assessed against each Unit and corresponding Unit Interest, the same shall be paid by the Association as a Common Expense.

Section 12. Interest Acquired Due to Nonpayment of Taxes. In the event any Person acquires any interest in any Unit as a result of the nonpayment of any taxes, the interest so acquired shall be subject to all the provisions of the Act, and to the terms, provisions, covenants, conditions, and limitations contained in the Condominium Documents and any deed affecting such interest then in force.

Section 13. Insurance.

(A) The Board of Directors shall obtain and maintain at all times insurance on the Property of the type and kind and in not less than the amounts as follows:

(1) Fire. The Buildings and all other improvements upon the Land, including the Units but excluding "Unit Owner Items" (as defined in paragraph (F) of this Section) and all personal property included in the Common Areas and Facilities shall be insured in an amount equal to the full insurable replacement value as determined annually by the Board of Directors or Manager with the assistance of the insurance company providing coverage. The Board of Directors shall, at least annually, review the insurance coverage required herein and determine the full insurable replacement value of the Building and all other such improvements and personal property. The policies evidencing such coverage shall contain clauses providing for waiver of subrogation, the standard condominium endorsement and shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all the insured, including all Mortgagees of Units. Such coverage shall provide protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, windstorm and water damage, vandalism and malicious damage. All such policies shall provide that adjustment of loss shall be made by the Board of Directors as insurance trustee.

(2) Public Liability. The Board of Directors shall also be required to obtain and maintain to the extent obtainable, comprehensive public liability insurance with respect to the Property in such limits as the Board of Directors may, from time to time, determine, and covering each member of the Board of Directors, Developer so long as Developer is a Unit Owner (and its employees), Manager, if any, (and its employees), and each Unit Owner with respect to his liability arising out of the ownership, maintenance, or repair of the Common Areas and Facilities; provided, however, that in no event shall the amount of such public liability insurance ever be less than \$1,000,000 (combined single limit bodily injury and property damage). Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Unit Owners as a group to a single Unit Owner. The Board of Directors shall review such limits annually.

(3) Fidelity Coverage. If required by the holder of any first Mortgage of Record encumbering a Unit, the Board of Directors shall also be required to obtain fidelity coverage against dishonest acts on the part of all persons responsible for handling funds belonging to or administered by the Association. The fidelity insurance policy must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Association's estimated annual operating expenses and reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall also provide that it may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days prior written notice to the insured and all the Mortgagees of Units.

(4) Other. Such other insurance coverages including workmen's compensation and fidelity coverage (if not required by a first Mortgagee), as the Board of Directors shall determine from time to time desirable.

(B) Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors and charged as a Common Expense.

(C) The Board of Directors shall make diligent effort to secure insurance policies that will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Unit Owners and their employees, agents, tenants and invitees.

(2) A waiver by the insurer of its right to repair and reconstruct instead of paying cash.

(3) Coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least thirty (30) days' prior written notice to the named insured and all Mortgagees.

(4) Coverage will not be prejudiced by act or neglect of the Unit Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

(5) The master policy on the Property cannot be cancelled, invalidated or suspended on account of the conduct of one or more individual Unit Owners.

(6) The master policy on the Property cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Unit Owner or any Mortgagee.

(7) That any "no other insurance" clause in the master policy on the Property exclude individual Unit Owners' policies from consideration.

(D) All insurance policies purchased by the Board of Directors shall be with a company or companies licensed to do business in the State of Kansas and holding a rating of A+XII or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Board of Directors and the Unit Owners and their Mortgagees as their respective interests may appear, and shall provide that all proceeds thereof shall be payable to the Board of Directors as insurance trustee. The sole duty of the Board of Directors as insurance trustee shall be to receive such proceeds as are paid and, subject to the provisions of paragraph (D) of,



Section 15, to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares:

(i) Proceeds on account of damage to Common Areas and Facilities shall be held in undivided shares for each Unit Owner and his Mortgagee, if any, in the same percentage as such Unit Owner's Unit Interest.

(ii) Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the Building(s) are to be restored, for the Unit Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit, which cost shall be determined by the Board of Directors.

(b) When the Building(s) are not to be restored, an undivided share for each Unit Owner, such share being in the same percentage as such Unit Owner's Unit Interest.

(iii) In the event a Mortgagee endorsement has been issued with respect to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their respective interests may appear, but no Mortgagee shall have the right to participate in the determination as to whether any damaged Property shall be reconstructed or repaired.

(E) The originals of all such policies and the endorsements thereto shall be deposited with the Board of Directors and duplicates of said policies and endorsements and all renewals thereof, or certificates thereof, together with proof of payment of premiums, shall be delivered to the Unit Owners at least ten (10) days prior to the expiration date with respect to the then current policies. Duplicates shall also be obtained and issued by the Association to each Mortgagee, if any, upon request of such Mortgagee at any time.

(F) Each Unit Owner shall be responsible for (and notwithstanding the preceding provisions of this Section, the Board of Directors shall not be responsible for) obtaining (i) his own hazard insurance on the contents of his Unit (including, without limitation, all furnishings, furniture and personal property therein or stored elsewhere on the Property) and all alterations, improvements, additions, decorations, equipment, appliances and fixtures made or furnished to the Unit subsequent to the conveyance of the Unit to the Unit Owner by Developer

("Unit Owner Items") and (ii) his own public liability insurance with respect to his Unit. In the event a Unit Owner desires to insure his personal liability and loss or damage by fire or other hazards beyond the extent that the Unit Owner's liability loss or damage is covered by the liability insurance and hazard insurance obtained by the Board of Directors for all Units Owners as provided above in this Section, such Unit Owner may, at his option and expense, obtain additional insurance, but such Unit Owner shall make diligent effort to secure a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, other Unit Owners (including Developer so long as Developer is a Unit Owner), and their employees, agents, tenants and invitees.

(G) The term "Insurance Rules" shall mean all rules and recommendations of the insurance company or companies carrying the hazard insurance maintained by the Board of Directors pursuant to Section 13 hereof. Each Unit Owner shall fully and completely comply with and observe the Insurance Rules applicable to his Unit and its corresponding Limited Common Areas and Facilities, if any.

Section 14. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Board of Directors as insurance trustee shall be distributed to or for the benefit of the beneficial owners thereof, as described in paragraph (D) of Section 13 in the following manner:

(A) All expenses of the insurance trustee shall be first paid or provisions made therefor.

(B) If it is determined, as provided in paragraph (B) of Section 15 hereof, that the Property shall not be reconstructed or repaired, the remaining proceeds shall, subject to the provisions of said paragraph (B), be distributed to the beneficial owners and their Mortgagees, if any, jointly.

(C) If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after payment of such repair costs shall be distributed to the beneficial owners and their Mortgagees, if any, jointly.

Section 15. Casualty.

(A) In the event of damage or destruction to the Improvements (as hereinafter defined in this Section) or any portion thereof by reason of fire or other casualty, the Board of Directors shall apply the insurance proceeds toward and shall arrange for the prompt repair and reconstruction of the Improvements, and the Board of Directors shall disburse the insurance proceeds to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs for repair and restoration in excess of the insurance proceeds ("Excess Costs") shall constitute a part of Common Expenses and shall be specially assessed against the Unit Owner as follows:

(i) First, if the damage or destruction is caused by fire or other casualty covered by the hazard insurance policy or policies maintained by the Board of Directors, then the deductible, if any, obtaining on such policy(ies) shall be assessed against each of the Unit Owners in the same percentage as their respective Unit Interests;

(ii) Second, all Excess Costs in connection with the repair and restoration of the Common Areas and Facilities (after deduction of the hazard insurance deductible attributable thereto), as determined by the Board of Directors, shall be assessed against each Unit Owner in the same percentage as his respective Unit Interest; and



(iii) Third, all Excess Costs in connection with the repair and restoration of the Units (after deduction of the hazard insurance attributable thereto), as determined by the Board of Directors, shall be assessed against the Owner of each damaged Unit in the proportion that the cost of repairing and restoring his Unit shall bear to the cost of repairing and restoring all damaged Units as determined by the Board of Directors.

Any reconstruction or repair of the Improvements shall be to substantially the same condition as existed immediately prior to the damage or destruction with each Unit having the same vertical and horizontal boundaries as existed immediately prior thereto. The term "Improvements" as used in this Section shall mean the Buildings and other improvements on the Land, including the Units, but excluding any Unit Owner Items.

(B) Notwithstanding the provisions of paragraph (A) of this Section, if, within 120 days after the date of the damage or destruction to the Improvements or any portion thereof, it is not determined by Unit Owners owning at least 50.1% of the total Unit Interests, pursuant to a meeting of the Association called for such purpose as provided in the Bylaws, to repair, reconstruct or rebuild the Improvements, then and in that event:

(1) The Property shall be deemed to be owned in common by the Unit Owners;

(2) The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be in the same percentage as the Unit Interest previously owned by such Unit Owner;

(3) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided in this Declaration; and

(4) The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to their respective Unit Interests in the Property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

Section 16. Sale of Property. The Property (excluding the Units, fixtures and equipment which must be replaced or disposed of due to wear and tear or obsolescence and personal property such as, but not limited to, furnishings, the maintenance, disposition or acquisition of which shall be determined by the Board of Directors (collectively "Excluded Portions")) shall not be sold, in whole or in part, unless the sale is approved by Unit Owners owing at least 80% of the total Unit Interests at a meeting of Unit Owners duly called for such purpose. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every such Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale. Any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board of Directors within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, provided such Unit Owner pays the Association the amount of any unpaid assessments or charges due and owing from such Unit Owner. The value of such interest shall be that percentage of the total value of the Property determined by fair appraisal, which represents the percentage Unit Interest allocated to the Unit owned by such objecting Unit Owner.

Section 17. Removal of Property from Act. All of the Unit Owners may remove the Property from the provisions of the Act by an instrument to that effect, duly Recorded, if the holders of all Mortgages affecting any of the Units consent thereto or agree, in either case by instruments duly Recorded, that their Mortgages be transferred to the undivided interest of the Unit Owner in the Property. Upon such removal, the Property shall be deemed to be owned in common by all the then Unit Owners. The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the same percentage as the Unit Interest previously owned by such Unit Owner. The removal of the Property from the Act as previously set forth in this Section shall in no way bar the subsequent submission of the Property to the provisions of the Act.

Section 18. Bylaws, Amendments. The administration of the Property shall be governed by the Bylaws, a true copy of which is attached hereto as Exhibit B. No modification or amendment to this Declaration or the Bylaws shall be valid unless the same is set forth in an amendment thereof and such amendment is duly Recorded.

Section 19. Condominium Association. The Association has been or will be organized to provide for the administration of the Property and the Association shall administer the operation and maintenance of the Property and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and the Bylaws. Each Unit Owner shall automatically become a member of the Association upon his acquisition of an ownership interest in any Unit and its appurtenant Unit Interest and the membership of such Unit Owner shall terminate automatically upon such Unit Owner being divested of ownership interest in the title to such Unit. In the administration of the operation and management of the Property, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and collect assessments in the manner herein provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Units and Common Areas and Facilities as the Board of Directors may deem to be in the best interests of the Association in accordance with the Bylaws.

The Developer shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the next annual meeting of the Association following the first of the following events to occur: (a) the expiration of three (3) full years after the Recording of this Declaration; (b) the date as of which Units to which 90% of the Unit Interests appertain shall have been conveyed by the Developer to Unit Owners other than a party constituting the Developer; or (c) the surrender by the Developer of the authority



to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by the Developer. Whenever Developer shall be entitled to designate and select any Person(s) to serve on the Board of Directors of the Association or as officers of the Association, the manner in which such Person(s) shall be designated shall be as provided in the Bylaws of the Association, and Developer shall have the right to remove any Person(s) selected by it to act and serve on said Board of Directors or as officers and to replace such Person(s) with another Person(s) to act and serve in the place of any Director or officer so removed for the remainder of the unexpired term of any Director or officer so removed. Any Director or officer designated and selected by Developer need not be a resident in the Property or a Unit Owner; provided, however, Developer shall be responsible for the payment of any assessments which may be levied by the Association against any Unit or Units owned by the Developer and for complying with the remaining terms and provisions hereof pertaining to such Units in the same manner as any other Unit Owner. Neither the members of the Board of Directors, officers of the Association or Developer shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such members of the Board of Directors, officers of the Association or Developer, except for acts or omissions found by the Court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each member of the Board of Directors, officers of the Association and Developer, and their respective devisees, legatees, heirs, executors, administrators, legal representatives, successors and assigns in accordance with the applicable provisions of the Bylaws.

Section 20. Manager and Initial Management Contract.

(A) The Board of Directors shall have the authority to engage the services of a Manager to maintain, administer or operate the Property or any part thereof, to the extent deemed advisable by the Board of Directors and as provided in the Bylaws. The cost of such services shall be deemed a part of Common Expenses.

(B) The first Board of Directors may ratify and approve a management agreement between the Association and a management concern which may be a Person related to Developer or any partner thereof.

Section 21. Use of Property by Property Personnel and Developer.

(A) The Board of Directors shall have authority to lease one or more Units for use by Property personnel. All rental paid by the Association pursuant to any such lease agreement shall be part of the Common Expenses. By the affirmative vote of Unit Owners owning not less than 67% of the total Unit Interests at a meeting duly called for that purpose, the Association may elect to purchase one or more Units for use by Property personnel and the cost thereof shall be treated as a Common Expense or paid as a special assessment.

(B) During the period of sale by Developer of any Units, the Developer and the Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Property as may be required for purposes of said sale of Units. While the Developer owns any of the Units and until each Unit sold by it is occupied by the Purchaser thereof, the Developer and its employees and agents may use and show one or more of such unsold or unoccupied units as a model Unit or Units and may use one or more of such unsold or unoccupied Units or a portion of the Common Areas and Facilities as a sales office and may maintain customary signs in connection therewith.

Section 22. Board of Directors May Act for Unit Owners--Actions--Service of Process. Whenever in this Declaration or the Bylaws, the Board of Directors or the members thereof are authorized or directed to acquire, hold, lease mortgage, or convey any part of or interest

in the Property, or to acquire any lien thereon, or to acquire or receive the proceeds of any policy of insurance or other monies, goods, or chattels, with respect to the Property, such actions shall be carried out in the names of the members of the Board of Directors and their successors in office from time to time, as trustees, on behalf of some or all of the Unit Owners, as the case may be. Without limiting the rights of any Unit Owner, actions may be brought in the names of the members of the Board of Directors or Manager on behalf of two or more of the Unit Owners, as their respective interest may appear, with respect to any cause of action relating to the Common Areas and Facilities or more than one Unit. Service of process on two or more Unit Owners in any action relating to the Common Areas and Facilities or more than one Unit may be made on any member of the Board of Directors in the manner provided by statute at the following address:

8704 METCALF, SUITE 103,  
OVERLAND PARK, KS. 66212

Section 23. Condemnation Proceedings. Whenever the state, a political subdivision thereof or any other corporation, agency or authority having the power of eminent domain shall seek to acquire any of the Common Areas and Facilities, such authority may conduct negotiations with the Board of Directors as representative of all Unit Owners, and the Board of Directors may execute and deliver the appropriate conveyance on behalf of all Unit Owners in return for the agreed consideration. The Board of Directors shall allocate such consideration, whether received through negotiation or condemnation, to the repair, replacement, or restoration of Common Areas and Facilities, and then to the Unit Owners in proportion to their respective Unit Interests. In the event negotiations shall fail, the condemning authority may join the Board of Directors as party defendants in lieu of naming all Unit Owners having an interest in the Common Areas and Facilities, and such proceedings shall bind



all Unit Owners; provided, however, any such Unit Owner having an interest in the Common Areas and Facilities may be made a party defendant in such proceedings. Subject to the foregoing provisions in this Section 23, in any condemnation proceeding, the Unit Owners, respectively, and their respective Mortgagees, if any, shall be entitled to seek and have their just damages for the taking of their Units and their Unit Interests, as allowed by law, including severance damage, if any.

Section 24. Board of Directors or Manager to Keep Records Open to Unit Owners. The Board of Directors or Manager shall keep detailed, accurate records in chronological order of the receipts and expenditures of the Common Expenses, specifying and itemizing the maintenance and repair expenses thereof and any such other Expenses incurred. Such records and the vouchers authorizing the payment of any Common Expenses shall be available for examination by the Unit Owners at convenient hours of week days.

Section 25. Rule Against Perpetuities--Restraints on Alienation. It is expressly provided that the rule of property known as the rule against perpetuities and the rule of property known as the rule of restricting unreasonable restraints on alienation shall not be applied to defeat any of the provisions of this Declaration.

Section 26. Easements and Utilities. (A) Permanent easements are hereby reserved to, through, in and over all portions of the Property, including all Units, as may be reasonably necessary for the installation, maintenance, and repair of utility services and Common Areas and Facilities, which easements shall run to and be administered by the Board of Directors for the benefit of the Unit Owners and any designee of the Board of Directors may enter any Unit to carry out the foregoing provisions. The preceding sentence shall be construed to permit the Board of Directors to grant easements for utility services and venting in, over, through and across

the Property, including Units, to service washing machines and dryers within individual Units but the cost thereof shall be borne entirely by the Unit Owner desiring such service to his Unit and shall be performed by personnel and pursuant to plans and specifications approved by the Board of Directors or Manager and in a manner so as to minimize interference with other Unit Owners. Public utility concerns furnishing services, such as water, electricity, gas, sewerage, and telephone, to the Property shall have access to the Common Areas and Facilities and the Units as may be necessary for the installation, repair, or maintenance of such services, and any costs incurred in opening or repairing any Common Area or Facility or structural portion of a Building to install, repair, or maintain such services shall be a Common Expenses, to be assessed in accordance with the Bylaws. In the event that hereafter two or more Units are purchased by one Unit Owner for the combined use thereof as a single family residence, the Board of Directors shall have the right, but shall not be obligated, to grant easements so as to permit connection of such Units by way of stairways, entrances, removal of walls, floors, or ceilings, or other facilities or any combination thereof through the Common Areas and Facilities. All costs and expenses incurred thereby shall be borne by the Unit Owner of each such combined Unit and the contract, the contractor, and the manner in which such work is carried out shall be subject to the approval of said Board of Directors. All such easements shall continue until such time as the Units so connected are converted to separate and single family use, at which time the expense of restoring the Common Areas and Facilities to constitute separate Units shall be borne by the Unit Owner(s) of the Unit(s) being restored to separate Units. The Board of Directors shall have the right to grant other easements and rights in, upon, and through the Common Areas and Facilities to permit television and radio aeriels and connections, cable television installations,

and other facilities for the use and enjoyment of the Unit Owners or any of them.

Section 27. Maintenance of Units and Utility Charges.

(A) Each Unit Owner shall, at his sole cost and expense, maintain in good condition, order and repair his Unit and all appliances, wiring, utility lines, plumbing, and fixtures which are a part of his Unit and any heating and air conditioning equipment and lines or other facilities in connection therewith exclusively serving his Unit (even though located outside the Unit in whole or in part). All Common Areas and Facilities, including those in the Units, shall be maintained by the Association and the cost thereof included as Common Expenses.

(B) Each Unit Owner shall contract in his own name and promptly pay all charges for electricity, water, telephone and any other utility used or consumed in his Unit to the concern furnishing the same.

(C) If as a result of the act or neglect of any Unit Owner or Occupant of a Unit, or his or their agents, employees, servants, invitees or licensees or pets, the Common Areas and Facilities or any Unit owned by another Unit Owner shall be damaged, the cost of the repair thereof as determined by the Association shall be paid by such Unit Owner and shall not be deemed a Common Expense to the extent such cost is not covered by insurance maintained by the Association.

(D) The Manager and the Board of Directors and their authorized representatives shall have the right to enter the Units and Common Areas and Facilities to the extent necessary in order to preserve a Unit or the Common Areas and Facilities in the event of emergency or in connection with the maintenance, repair, or replacement of the Common Areas and Facilities or any equipment, facilities or fixtures, affecting or serving the same or other Units and to make any alterations required by any governmental authority.



Section 28. Encroachments. If any portion of the Common Areas and Facilities, now encroaches on a Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of settlement or shifting of the Buildings or any of them, there shall exist an easement for the encroachment and for the maintenance of the same so long as any such Building stands or the condition shall exist. In the event of deviations between the Units as shown on the Plat and the Units as-built, the Units as-built shall control and constitute the legally described Unit. In the event any Building, Unit, or any portion of the Common Areas and Facilities shall be partially or totally destroyed by fire or other casualty or as a result of condemnation or eminent domain proceedings, and shall thereafter be rebuilt, encroachment on parts of the Common Areas and Facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Areas and Facilities due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building(s) shall stand.

Section 29. Power of Attorney to Board of Managers. Each Unit Owner, by accepting title to a Unit, thereby grants to the Persons who shall from time to time constitute the Board of Directors, but subject to the terms and provisions of the Bylaws, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners, and to convey, sell, lease, sublease, mortgage or otherwise deal with any such Unit so acquired or leased.

Section 30. Units Subject to Declaration, Bylaws, and Rules and Regulations. All present and future Owners and Occupants of Units shall be subject to and shall comply strictly with the provisions of the Condominium Documents, as they may be amended from time to time, and restrictions, conditions and covenants of record affecting his Unit or his corresponding Unit Interest. The acceptance of a deed or conveyance or the entering into of a Lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws, and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

Section 31. Rights of Mortgagees.

(A) Notwithstanding anything to the contrary contained in this Declaration or the other Condominium Documents, each of the following actions shall require the prior written approval of all Mortgagees holding a Recorded First Mortgage ("First Mortgage") encumbering any one or more Units as of the date such action is taken:

(1) Removal of the Property from the provisions of the Act, except for removal provided by law in the case of destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(2) Any material amendment to this Declaration or the Bylaws, including, without limitation, any amendment which changes the Unit Interests of the Unit Owners in the Common Areas and Facilities.

(3) The effectuation of any decision by the Association to terminate professional management of the Property and assume self-management of the Property.

(4) Any amendment to this paragraph (A) of Section 31 or to any other provision in this Declaration which specifically grants rights to First Mortgagees.

(B) Upon written request, any First Mortgagee shall be entitled to: (a) inspect the books and records relating to the Property during normal business hours, upon reasonable notice; (b) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to Unit Owners within 90 days after the end of each fiscal year of the Association; (c) written notice of all meetings of the Association and shall be permitted to designate a representative to attend all such meetings; (d) written notice of any default in the obligations hereunder of the Unit Owner or Owners of such Unit or Units encumbered by such first Mortgage lien, not cured within thirty (30) days after notice of such default has been sent to such Unit Owner or Owners by the Board of Directors, the Manager or the Association; and (e) written notice of any material amendment to this Declaration; provided, however, the Association's failure to provide any of the foregoing to a First Mortgagee who has so requested same shall not affect the validity of any action or decision which is related to the foregoing.

(C) Upon written request, a First Mortgagee shall be entitled to timely written notice in the event of any substantial damage to or destruction of the Unit or Units encumbered by its Mortgage, or of any part of the Common Areas and Facilities or, if such Unit or Units, or any portion thereof, or the Common Areas and Facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority. No Unit Owner or other



party shall be entitled to priority over such First Mortgagee with respect to the distribution to such Unit Owner or other party, with respect to such Unit, of any insurance proceeds payable by reason of such damage or destruction or of the proceeds of any such condemnation award or settlement.

(D) The provisions hereof are in addition to all other rights of Mortgagees herein contained or under law.

(E) Whenever any First Mortgagee desires to receive notices pursuant to the foregoing provisions of this Section, it shall serve or cause to be served written notice of such fact upon the Association by certified mail, return receipt requested, addressed to the Association at its address where notices are to be sent as provided in Section 39, identifying the Unit or Units upon which such First Mortgagee holds a Mortgage, together with sufficient pertinent facts to identify any Mortgage which may be held by it and which notice shall designate the place to which notices are to be given by the Association to such Mortgagee.

Section 32. Statement of Purposes, Use and Restrictions. The Units and Common Areas and Facilities shall be occupied and used as follows:

(A) The Residential Units shall be used for single family residential purposes and for no other purposes. A Residential Unit Owner or Occupant may use a portion of his Unit for his office provided that the activities therein are in compliance with all local rules, regulations and ordinances, do not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant and further provided that such activities shall not involve the "on premises" personal service of any Unit Owner or Occupant to a customer, client or other person. No Unit Owner may lease less than his entire Unit,

lease his Unit for less than a six months term or for purposes of occupancy by persons other than the lessee and his or her immediate family unless otherwise first approved in writing by the Board of Directors. No Unit or room therein may be rented for transient or hotel purposes and no transient tenants may be accommodated; provided, however, the foregoing shall not apply to a First Mortgagee in possession of a Residential Unit following a default under its Mortgage, a foreclosure proceeding or conveyance in lieu thereof. Each lease shall be in writing, on forms approved from time to time by the Association, and shall provide that the terms contained therein shall be subject in all respects to the Condominium Documents and that any failure by the lessee to comply with all the terms thereof shall constitute a default under the lease. Provided, however, there shall be no restriction in the leasing of Unit or Units owned by the Developer so long as Developer owns any Units for sale in the ordinary course of business.

(B) Each Unit Owner may use the Common Areas and Facilities in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit; provided, however, (i) there shall be no obstruction of the Common Areas and Facilities, (ii) nothing may be stored in the Common Areas and Facilities without the prior written consent of the Board of Directors, and (iii) the Common Areas and Facilities shall be used in such a manner so as not to interfere with or restrict or impede the use thereof by others entitled to the use thereof.

(C) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities or any other Unit without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which would result in the

cancellation of insurance on any Unit or any part of the Common Areas and Facilities, or which would be in violation of any law. No waste of the Common Areas and Facilities shall be permitted or committed.

(D) No sign of any kind shall be displayed to the public view from any Unit or from the Common Areas and Facilities without the prior written consent of the Board of Directors.

(E) No animals (including household pets), livestock or poultry of any kind shall be raised, bred or kept in any Units or in the Common Areas and Facilities except in accordance with the promulgated rules of the Board of Directors.

(F) No noxious, offensive, unlawful, immoral or improper activity shall be carried on in any Unit, or in the Common Areas and Facilities, nor shall anything be done therein which will be an annoyance or nuisance to other Unit Owners.

(G) Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except with the prior written consent of the Board of Directors.

(H) The Board of Directors is authorized to adopt rules for the use of the Common Areas and Facilities, said rules to be furnished in writing to the Unit Owners.

(I) Except with the written consent of the Board of Directors, no natural barriers in the form of trees, bushes or shrubs, and no man-made structures in the form of fences, shall be permitted on or about the Common Areas and Facilities, except such natural barriers and man-made structures existing on the date of this Declaration.

Section 33. Amendment to Declaration. This Declaration may be amended or modified only by the affirmative vote of the Unit Owners owning at least sixty-seven percent (67%) of the aggregate Unit Interests, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws, except no amendment or modification shall be valid if contrary to or in conflict with the provisions of the Act, as amended from time to time hereafter, or other applicable laws or ordinances. No such amendment shall be



effective until Recorded.

Section 34. Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remaining provisions of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 35. Waiver. No provision contained in this Declaration shall be deemed to have been nullified or waived by reason of any failure to enforce the same or similar provisions previously.

Section 36. Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, modify or supplement the Declaration or the intention of any provision thereof.

Section 37. Alterations, Additions or Improvements. Except as otherwise expressly provided in the Declaration, no alteration of any Common Areas and Facilities, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board of Directors. The Board of Directors may authorize and charge as Common Expenses, alterations, additions and improvements to and of the Common Areas and Facilities as provided in the Bylaws. Subject to the other provisions of this Declaration and the Bylaws, any Unit Owner may make alterations, additions or improvements within his Unit (including any Common Areas and Facilities therein) without the prior written approval of the Board of Directors, but such Unit Owner shall be responsible for any damage to other Units, the Common Areas and Facilities or other portions of the Property, or any part thereof, resulting from such alterations, additions or improvements.

Section 38. Number and Gender. As used in the Declaration, the singular shall include the plural, and the masculine pronoun shall include the feminine and the neuter, where the context so requires.

Section 39. Notice . Notice provided for in the Act, the Declaration or the Bylaws shall be in writing, and shall be addressed if to the Developer or the Association or the Board of Directors, or to any Unit Owner, as the case may be, at Suite 210 8686 W. 96th St , Overland Park Kansas or at such other address as is hereinafter provided. The Developer or Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address or addresses for notices to them, respectively, to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

Section 40. Violation of Act and Condominium Documents. In the event a Unit Owner (or any Occupant of the Unit of such Unit Owner) shall violate any of the provisions of the Act or the Condominium Documents, then in addition to all other rights and remedies provided in the Act, elsewhere in the Condominium Documents or by law, the Board of Directors shall have the right to take all action necessary to cure such violation if it continues to exist for ten (10) days or more after written or oral notice thereof is given to such Unit Owner, except that in an emergency situation, no notice or waiting period shall be required. For the purpose of curing such violation, the Board of Directors and its representatives shall have the right to enter the Unit of the defaulting Unit Owner and shall not thereby be guilty of trespass or liable (except for willful misconduct or gross negligence) for

any loss, inconvenience, annoyance or damage resulting to the defaulting Unit Owner (or Occupant(s) of his Unit) for any action taken in connection with the curing of such default. The defaulting Unit Owner shall on demand reimburse the Association for all costs incurred by the Board of Directors in rectifying such default, including reasonable attorney's fees (to the extent permitted by law) and interest on such costs, from the date so incurred until so reimbursed by the Unit Owner, at the Maximum Lawful Rate. If the defaulting Unit Owner shall fail to so reimburse the Association, then the Association shall have a lien on the Unit of the defaulting Unit Owner and his corresponding Unit Interest in an amount equal to the sum to be so reimbursed; provided, however, the foregoing lien shall be subordinate to (1) tax liens on the Unit Owner's interest in the Property or any part thereof in favor of any assessing unit and special district; (ii) all sums unpaid on bona fide Mortgages of Record encumbering such Unit and Unit Interest; and (iii) the lien provided herein for Unpaid Common Expenses. Such lien may be foreclosed in the same manner and with the same rights as a lien for unpaid Common Expenses as provided in this Declaration and the Bylaws.

IN WITNESS WHEREOF, Park Place I, Inc., a Kansas corporation, has caused this Declaration to be executed by duly authorized officers the day and year first above written.

PARK PLACE I, INC.

BY: George C. Dipman  
GEORGE C. DIPMAN, PRESIDENT

ATTEST:

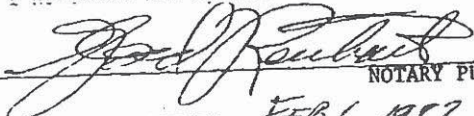
James Breslow  
JAMES BRESLOW, SECRETARY



STATE OF KANSAS }  
COUNTY OF JOHNSON } ss.

BE IT REMEMBERED, that on this 20th day of JULY, 1983, before me, the undersigned, a notary public in and for the said County and State came GEORGE C. DIPMAN, President of PARK PLACE I, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and JAMES BRESLOW, Secretary of said Corporation, who are personally known to me to be said officers and are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said Corporation, and such persons duly acknowledged the execution of the same to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: FEB 6, 1987

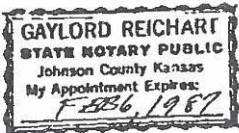


EXHIBIT A

LAND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, together with vacated Floyd Street, adjoining the aforesaid Lots 1 thru 10, inclusive except as Floyd is superimposed on and occupies the same territory as a 10 foot road easement running parallel with and lying immediately adjacent to the South line of 37th Street, Block 1, FAIRVIEW MANOR, a subdivision in Overland Park, Johnson County, Kansas, now known as Park Place Condominium.

STATE OF KANSAS



OFFICE OF SECRETARY OF STATE  
JACK H. BRIER • SECRETARY OF STATE

To all to whom these presents shall come, Greeting:

I, JACK H. BRIER, Secretary of State of the State of Kansas, do hereby certify that the following and hereto attached is a true copy of

Articles of Incorporation  
of  
Park Place Condominium Association, Inc.

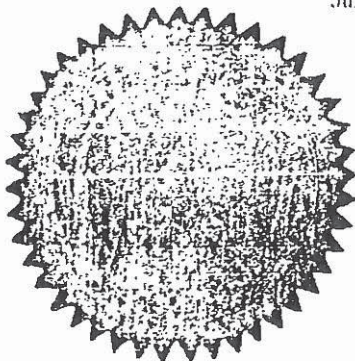
FILED: JULY 29, 1983

the original of which is now on file and a matter of record in this office.

IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed my official seal.

Done at the City of Topeka, this Twenty-Ninth day of  
July A.D. 19 83



*Jack H. Brier*  
JACK H. BRIER  
SECRETARY OF STATE

By *Willie M. Roe*  
Assistant Secretary of State  
Willie M. Roe



ARTICLES OF INCORPORATION

OF

PARK PLACE CONDOMINIUM ASSOCIATION, INC.

FIRST: The name of the corporation is Park Place Condominium Association, Inc.

SECOND: Its Registered Office in the State of Kansas is located at 8704 Metcalf, Overland Park, Kansas 66212. The name of its Registered Agent at such address is Robert A. Sherwood.

THIRD: The nature of the business and the purposes to be conducted or promoted are:

(a) To administer, manage, maintain and care for the Park Place Condominium (the "Condominium") in accordance with the Condominium Declaration hereafter to be recorded in the Office of the Register of Deeds for Johnson County, Kansas (such Declaration as hereafter from time to time amended being herein referred to as the "Declaration") to enforce the covenants, restrictions, easements, charges and liens provided in the Declaration to be enforced by the Association; and to set, levy, assess, collect, enforce and disburse the charges and assessments created under the Declaration, in accordance therewith.

(b) To take any and all other lawful action and engage in any and all other lawful act or activity for which corporations may be organized under the Kansas General Corporation Code and which may be carried on by organizations exempt from federal income tax under Section 501 of the Internal Revenue Code which the Directors deem to be for the benefit of the Condominium, and the owners and inhabitants thereof, or necessary or appropriate to promote the peace, health, comfort, safety and general welfare of the owners and inhabitants thereof; and

(c) To borrow money for any of the purposes of the corporation and to draw, make, accept, endorse, discount, execute, issue, sell, pledge or otherwise dispose of promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable, transferable or non-transferable instruments and evidences of indebtedness, and to secure the payment thereof and the interest thereon by mortgage, assignments in trust, pledge, conveyance, or other encumbrance of the whole or any part of the property of the corporation at the time owned or thereafter acquired; and

(d) In general, to carry on any act or activity whatsoever (except as otherwise provided herein) which is calculated directly or indirectly to promote the interest of the corporation or to enhance the value of its properties, and to have and exercise all the power conferred by the laws of Kansas upon not for profit corporations formed under the laws of the State of Kansas, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

FOURTH: The corporation is not organized for profit and no part of the net earnings or assets of the Association shall be distributed, on dissolution or otherwise, to any member, officer, director or to any organization not exempt from income tax under Section 501 of the Internal Revenue Code, or such successor section as may be hereafter adopted.

FIFTH: The corporation shall not have authority to issue capital stock. The conditions of membership of the corporation shall be as stated in the By-Laws. The Voting Members, as defined in the By-Laws, shall not be entitled to one vote per member on matters submitted to the membership or brought before a membership meeting, but the total number of votes of all Voting Members shall be 100, and each Voting Member shall be entitled that number of votes (or that fraction thereof) as shall bear the same ratio to 100 total votes as the percentage Unit Interest represented by said Voting Member, as set forth in Exhibit C of the Declaration, bears to 100%. The quorum requirements for transaction of business by members are as set forth in the By-Laws.

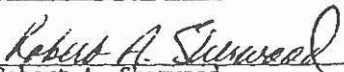
SIXTH: The name and mailing address of the Incorporator is as follows:

| Name               | Address  |
|--------------------|--|
| Robert A. Sherwood | 8704 Metcalf, Suite 103<br>Overland Park, Kansas 66212 |

SEVENTH: The names and mailing addresses of the persons who are to serve as Directors until the first Annual Meeting of Stockholders or until their successors are duly elected and qualify are:

| Name               | Address   |
|--------------------|---|
| Robert A. Sherwood | 8704 Metcalf, Suite 103<br>Overland Park, Kansas 66212                |
| George C. Dipman   | 3300 Holcomb Bridge Road<br>P. O. Box 80950<br>Atlanta, Georgia 30366 |

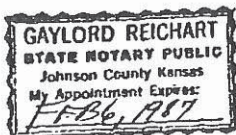
I, Robert A. Sherwood, being the Incorporator hereinbefore named, for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Kansas, do hereby adopt the foregoing Articles of Incorporation and, in witness whereof, have hereunto set my hand this 20th day of JULY, 1983.

  
Robert A. Sherwood

STATE OF KANSAS )  
                  ) ss:  
COUNTY OF JOHNSON )

On this date personally appeared before me, a Notary Public for the above-named County and State, the above-named Robert A. Sherwood, who is personally known to me to be the same person who executed the foregoing instrument in writing and duly acknowledged execution of the same.

IN WITNESS WHEREOF, I have herewith subscribed my name and affixed my official seal this 20th day of JULY, 1983.



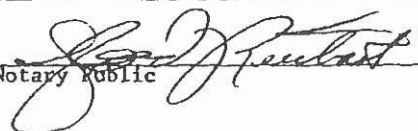
  
Notary Public



EXHIBIT B

BYLAWS  
OF  
PARK PLACE CONDOMINIUM ASSOCIATION, INC.  
A NON-PROFIT CORPORATION

ARTICLE I. PURPOSE, APPLICABILITY, OFFICES

Section 1. Definitions. All terms as defined in the Declaration shall have the same meaning herein except where the context otherwise specifies or requires.

Section 2. Purpose. This Corporation (hereinafter called the "Association") has been organized to provide for the administration, management, maintenance and care of the Condominium, a condominium established or to be established in accordance with the Act upon the property situate, lying and being in Overland Park, Johnson County, Kansas and more particularly described on Exhibit "A" attached to the Declaration and incorporated herein by reference.

Section 3. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Condominium and to the use and occupancy thereof. All present and future Owners, Mortgagees and Occupants of Units and their families and guests, and any other persons who may use or occupy the facilities of the Condominium in any manner, are subject to the Declaration, the Bylaws and the Rules and Regulations and any amendments thereto. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these Bylaws (and any Rules and Regulations made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

Section 4. Principal Office. The principal office of the Association shall be located at 8704 Metcalf, Suite 103, Overland Park, Johnson County, Kansas 66212.

Section 5. Registered Office. The registered office of the Association required by law to be maintained in the State of Kansas may be, but need not be, identical with the principal office.

ARTICLE II. UNIT OWNERS

Section 1. Membership. Each Unit Owner shall, as provided in the Declaration, be a member of the Association and no other person or entity shall be entitled to membership. Until such time as the property described on Exhibit "A" of the Declaration is submitted to a plan of condominium ownership by the recordation of the Declaration, membership of the Association shall be comprised of the individuals named in Section 2 of Article III hereof as the initial Directors, and each such initial Director shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

Section 2. Place of Meetings. All meeting of the Unit Owners shall be held at the principal office or at such other place either within or without the State of Kansas as shall be designated in a notice of the meeting.



Section 3. Annual Meetings. An annual meeting of the Unit Owners shall be held at 7:00 p.m. on the second Thursday of January of each year if not a legal holiday, and if a legal holiday, then at the same time on the next day following not a legal holiday for the purpose of electing members of the Board of Directors and for the transaction of such other business as may be properly brought before the meeting.

Section 4. Substitute Annual Meetings. If the annual meeting shall not be held on the date designated by the Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 5 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 5. Special Meetings. Special meetings of the Unit Owners may be called at any time by the Board of Directors or upon the written request of Unit Owners owning in the aggregate at least 50% of all Unit Interests.

Section 6. Notice of Meetings. Written or printed notice stating the place, date and hour of the meeting shall be delivered or mailed not less than ten (10) nor more than fifty (50) days before the date thereof, either personally or by mail at the direction of the Board of Directors or Unit Owners calling the meeting, to each person entitled to vote at such meeting.

In case of an annual or substitute annual meeting, the notice of meeting need not specifically state the business to be transacted thereat unless it is a matter other than the election of directors on which the vote of Unit Owners is expressly required by the provisions of the Act. In the case of a special meeting the notice of meeting shall specifically state the purpose or purposes for which the meeting is called.

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is effective.

Section 7. Quorum. The presence in person or by proxy at any meeting of the Voting Members (as defined in Section 8 of this Article) having 51% of the total votes shall constitute a quorum. If there is no quorum at the opening of the meeting of Unit Owners, such meeting may be adjourned from time to time by the unanimous vote of the Voting Members present, either in person or by proxy; and at any adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the original meeting.

The Voting Members at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum.

Section 8. Voting Rights. There shall be one Person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known and hereafter referred to as the "Voting Member". Such Voting Member may be the Unit Owner or one of the group composed of all of the Unit Owners, or may be some other Person designated by such Unit Owner or Owners to act as proxy on his or their behalf and who need not be a Unit Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially

declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Owners. The total number of votes of all Voting Members shall be 100, and each owner or group of owners (including the Board of Directors, if the Board of Directors, or its designee, shall then hold title to one or more Units) shall be entitled to the number of votes equal to the total of the percentage of his Unit Interest as set forth in Exhibit "C" of the Declaration (i.e., if a Voting Member's percentage Unit Interest is .4736%, he shall be entitled to 4736/10,000ths of a vote; if his percentage Unit Interest is 1.52%, he shall be entitled to 1-52/100ths votes).

Section 9. Waiver of Notice. Any Unit Owner may at any time, waive notice of any meeting of the Unit Owners in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit Owner at any meeting of the Unit Owners shall constitute a waiver of notice by him of the time and place thereof except where a Unit Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Unit Owners are present at any meeting of the Unit Owners, no notice shall be required and any business may be transacted at such meeting.

Section 10. Informal Action by Unit Owners. Any action which may be taken at a meeting of the Unit Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting (that is, Voting Members), and filed with the Secretary of the Association to be kept in the Association's minute book.

### ARTICLE III. BOARD OF DIRECTORS

Section 1. Number. The business and property of the Association shall be managed and directed by a Board of Directors composed initially of two (2) persons until the next annual meeting following the first of the following events to occur; (a) The expiration of three (3) full years after the Recording of the Declaration; (b) The date as of which Units to which ninety percent (90%) of the total Unit Interests appertain shall have been conveyed by Developer to Unit Owners other than a party constituting the Developer; or (c) The surrender by the Developer of the authority to appoint and remove members of the Board of Directors by an express amendment to the Declaration executed and Recorded by Developer. From and after the occurrence of the first of the above named events, the Board of Directors shall be composed of seven (7) Persons elected as provided herein.



Section 2. Initial Directors. The initial two (2) Directors shall be selected by the Developer and need not be Unit Owners. The names of the persons who shall serve on the initial Board of Directors from the date upon which the Declaration is Recorded until such time as is provided in the Declaration and Section 1 of this Article above, are as follows:

George C. Dipman and Robert A. Sherwood

Section 3. Election, Term and Qualification. Except as provided in the Declaration and in Sections 2 and 5 of this Article, with respect to the initial directors, the seven (7) members of the permanent Board of Directors shall be Unit Owners and shall be elected at an annual meeting of Unit Owners and those Persons who receive the highest number of votes (whether or not a majority or plurality) shall be deemed to have been elected. The size of the permanent Board of Directors may be increased or decreased from time to time upon the affirmative vote of Unit Owners owning in the aggregate at least seventy-five percent of the Unit Interests, provided that said Board shall not be less than five in number nor greater than nine in number. Each Director shall hold office for the term for which he was elected or until his death, resignation, retirement, removal, disqualification or his successor is elected and qualifies. At the first annual meeting of the Association at which the election of the successors to the initial Board of Directors is to be held, the seven (7) members of the permanent Board of Directors shall be elected for staggered terms as follows: three (3) members of the Board will be elected for a one (1) year term and four (4) members of the Board will be elected for a two (2) year term, and the candidates receiving the highest relative number of votes shall be designated as Board members to serve for the two (2) year terms. At all annual elections after the first such election, the number of Directors to be elected by the voting members will be that number necessary to succeed those Directors whose terms then expire, and such Directors shall serve for two (2) year terms.

Section 4. Removal. Directors may be removed from office with or without cause by affirmative vote of the Unit Owners having 67% of the total votes entitled to vote at an election of Directors. If any Directors are so removed, new Directors may be elected at the same meeting.

Section 5. Vacancies. A vacancy occurring in the Board of Directors, including directorships not filled by the Unit Owners, may be filled by a majority of the remaining Directors, though less than a quorum, or by the sole remaining Director; but a vacancy created by an increase in the authorized number of Directors shall be filled only by election at an annual meeting or a special meeting of Unit Owners called for that purpose. Voting Members may elect a Director at any time to fill any vacancy not filled by the Directors.

Section 6. Compensation. The Board of Directors shall receive no compensation for their services unless expressly allowed by the Board at the direction of the Unit Owners having 67% of the total votes entitled to vote at an election of Directors; provided, however, the Initial Directors shall receive no compensation for their services as Directors.



Section 7. Executive Committees. The Board of Directors may, by resolution adopted by a majority of the number of Directors fixed by these Bylaws, designate two or more Directors to constitute an executive Committee, which committee to the extent provided in such resolution shall have and may exercise all of the authority of the Board of Directors in the management of the Condominium.

Section 8. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things, except such acts as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep, repair, maintenance and replacement of the Common Areas and Facilities and payments and reserves therefor.

(b) Determination of the Common Expenses required for the affairs of the Condominium, including without limitation, the operation and maintenance of the Common Areas and Facilities.

(c) Collection of the Common Expenses from the Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance, repair and replacement of the Common Areas and Facilities.

(e) The adoption and amendment of such reasonable Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Property. Written notice of such Rules and Regulations shall be given to all Unit Owners and Occupants and the entire Property shall at all times be maintained subject to such Rules and Regulations.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, provided such purchase is duly authorized as set forth in the Declaration.

(h) Selling, mortgaging, voting the votes appurtenant to or otherwise dealing with Units acquired by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners, subject to the Declaration and other applicable restrictions, and organizing corporations to act as designees of the Board in acquiring title to Units on behalf of all Unit Owners.

(i) Maintaining and repairing any Unit, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Board of Directors to protect the Common Areas and Facilities or any other Unit or if the Unit Owner of such Unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered or mailed by the Board of Directors to said Unit Owner, provided that the Board of Directors shall levy a special assessment against such Unit Owner for the costs of said maintenance or repair.

(j) Entering any Unit when necessary in connection with any maintenance or construction for which the Board of Directors is responsible; provided, such entry shall be made during reasonable hours with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board of Directors and such expenses shall be treated as a Common Expense; and entering any Unit for the purpose of correcting or abating any condition or situation deemed by the Board of Directors to be an emergency.

(k) Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such documents shall be signed by either the Treasurer, or the Assistant Treasurer of the Condominium, and countersigned by the President.

(l) Obtaining of insurance for the Property pursuant to the applicable provisions of the Declaration.

(m) Making of repairs, additions, and improvements to or alterations or restoration of the Property in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding.

(n) Engaging the services of a Person to act as Manager of the Condominium at a compensation established by the Board of Directors, to perform all of the powers and duties of the Association, except those which may be required by the Declaration or the Act to have approval of the Board of Directors or the Unit Owners.

(o) To enforce by any legal means or proceeding the provisions of the Condominium Documents.

(p) To pay all taxes and assessments which are or may become liens against any part of the Condominium, other than the Units, and to assess the same against the Unit Owners in the manner herein provided.

(q) To adopt a seal for the Association.

(r) Hiring attorneys and other professionals.

(s) Any other powers and duties reserved to the Board of Directors in the Declaration, the Articles of Incorporation or these Bylaws.

#### ARTICLE IV. MEETINGS OF DIRECTORS

Section 1. Organization Meeting. The first meeting of the newly elected seven member permanent Board of Directors shall be held within fifteen (15) days following the meeting of the Unit Owners at which the Board is elected. No notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, provided a quorum shall be present.



Section 2. Regular Meetings. Except for the organization meeting called for in Section 1 of this Article, a regular meeting of the Board of Directors shall be held immediately after, and at the same place as the annual meeting or substitute annual meeting of the Unit Owners. In addition, the Board of Directors may provide by resolution the time and place either within or without the State of Kansas, for the holding of a regular meeting of the Board.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by or with the request of the President or by any three Directors. Such meetings may be held either within or without the State of Kansas.

Section 4. Notice of Meetings. Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of the Directors shall, at least two days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

Section 5. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 6. Quorum. A majority of the number of Directors fixed by these Bylaws shall be required for and shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 7. Manner of Acting. Except as otherwise provided in this Section, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A vote of a majority of the number of Directors fixed by the Bylaws shall be required to adopt a resolution appointing an Executive Committee. Vacancies in the Board of Directors may be filled as provided in Article III, Section 5, of these Bylaws.

Section 8. Organization. Each meeting of the Board of Directors shall be presided over by the President, and in the absence of the President by any person selected to preside by vote of the majority of the Directors present. The Secretary or in his absence, an Assistant Secretary, or in the absence of both the Secretary and Assistant Secretary, any person designated by the chairman of the meeting, shall act as Secretary of the meeting.

Section 9. Informal Action of Directors. Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board of Directors, whether done before or after the action so taken.

Section 10. Minutes. The Board of Directors shall keep minutes of its proceedings.



Section 11. Fidelity Bonds. The Board of Directors may require all officers and employees of the Association handling or responsible for Association funds to be covered by an adequate fidelity bond. The premiums on such bonds shall constitute a Common Expense.

Section 12. Liability of the Board. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws.

It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Unit Owner(s). It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors are out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his Unit Interest bears to the total Unit Interests. Every agreement made by the Board on behalf of the Association shall provide that the members of the Board of Directors, or the Manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability as his Unit Interest bears to the total Unit Interests.

#### ARTICLE V. OFFICERS

Section 1. Number. The principal officers of the Association shall consist of a President, a Secretary, a Treasurer, and such Vice-President(s), Assistant Secretaries, Assistant Treasurer, and other officers as the Board of Directors may from time to time elect. Any two or more offices may be held by the same person except the offices of President, Secretary and Treasurer; provided, however, until the number of Directors is increased to 7 as required by Section 1 of Article III, and two or more offices may be held by the same person.

Section 2. Election and Term. The officers of the Association shall be elected by and from among the Board of Directors. Such elections may be held at the regular annual meeting of the Board.

Each officer shall hold office for a period of one year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 3. Removal. Any office or agent elected or appointed by the Board of Directors may be removed by the Board with or without cause.

Section 4. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Association. The President shall when present, preside at all meetings of the Board and of the Unit Owners, and in general, shall perform all duties incident to the office of the President and such other duties as may be prescribed from time to time by the Board.

Section 6. Vice-President. The Vice-President elected by the Board of Directors shall, in the absence or disability of the President, have the powers and perform the duties of said office. In addition, each Vice-President shall perform such other duties and have such other powers as shall be prescribed by the President.

Section 7. Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of Unit Owners and Directors. He shall give, or cause to be given, all notices required by law and by these bylaws. He shall have general charge of the minute books and records of both the Association and the Board of Directors. He shall sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned him from time to time by the President or by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have custody of all Association funds and securities and shall receive, deposit or disburse the same under the direction of the Board of Directors. He shall keep full and accurate accounts of the finances of the Association in books especially provided for the purpose. He shall cause a true statement of its assets and liabilities as of the close of each fiscal year, and the results of its operations and of changes in Common Profits for each fiscal year, all in reasonable detail, to be prepared and distributed to all Unit Owners and members of the Board of Directors on or before the 15th day of the third month following the close of each fiscal year. The statement so filed shall be kept available for inspection by any Unit Owner for a period of three (3) years and the Treasurer shall mail or otherwise deliver a copy of the latest such statement to each Unit Owner annually on or before March 15 covering the preceding calendar year. The Treasurer shall also prepare and file (or cause to be done) all reports and returns required by Federal, state or local law and shall generally perform all other duties as may be assigned to him from time to time by the President or the Board of Directors.

Section 9. Assistant Secretaries and Treasurers. The Assistant Secretaries and Assistant Treasurers, if any, shall, in the absence or disability of the Secretary and Treasurer, respectively, have all the powers and perform all of the duties of those officers, and they shall in general perform all such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

#### ARTICLE VI. OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of the Common Charges. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such common charges among the Unit Owners according to their respective Unit Interests. The Common Expenses shall include, among other things, the cost of all insurance premiums on



all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of the Declaration (including self-insurance of any deductible under such policies). The Common Expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for maintenance, repairs and replacements, and to make up any deficit in the Common Expenses for any period year. The Common Expenses may also include such amounts as may be required for the purchase by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise all Unit Owners, promptly in writing, of the amount of Common Expenses payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such Common Expenses are based, to all Unit Owners.

Section 2. Payment of Common Charges. All Unit Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a voluntary sale, transfer or other conveyance by him (made in accordance with the provisions of the Declaration and applicable restrictions of record) of such Unit, together with his Unit Interest. A purchaser of a Unit shall be jointly and severally liable with the seller for the payment of Common Expenses assessed against such Unit prior to the acquisition by the purchaser of such Unit without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser therefor; provided, however, the Buyer shall be entitled to a statement from the Manager or Board of Directors, as the case may be, setting forth the amount of unpaid Common Expenses assessed against such Unit, and such buyer shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Common Expenses assessed against such Unit in excess of the amount therein set forth.

Section 3. Collection of Assessments. The Board of Directors shall assess Common Expenses against the Unit Owners from time to time and at least monthly and shall take prompt action to collect any Common Expenses which remain unpaid for more than thirty (30) days from the due date for payment thereof.

The Board of Directors shall notify the holder of the first Mortgage on any Unit (of which it has notice) for which any Common Expenses assessed pursuant to these Bylaws remain unpaid for more than thirty (30) days from the due date for payment thereof and in any other case where the Unit Owner of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 4. Default in Payment of Common Expenses. In the event of default by any Unit Owner in paying to the Board of Directors the Common Expenses as determined by the Board, such Unit Owner shall be obligated to pay interest on such Common Expenses from the date 10 days after the due date thereof at the Maximum Lawful Rate, together with all expenses, including reasonable attorneys' fees (if permitted by law), incurred by the Board in any proceeding brought to collect such unpaid Common Expenses. The Board shall have the right and duty to attempt to recover such



Common Expenses, together with interest thereon, and the expenses of the proceedings, including reasonable attorneys' fees (if permitted by law), in an action to recover a money judgment for the same brought against such Unit Owner, or by foreclosure of the lien on such Unit in like manner as a Mortgage of real property. The Board of Directors shall also have the right to impose uniform late payment charges for delinquent Common Expenses payments, which charges shall also be recoverable by the proceedings specified above.

Section 5. Lien and Personal Obligation. All Common Expenses provided for in this Article, together with the interest and expenses, including reasonable attorneys' fees (if permitted by law), as provided for herein, shall be a charge on and a continuing lien upon the Unit against which the assessment is made, which such lien shall be prior to all other liens excepting only (i) tax liens on the Unit in favor of any assessing unit and special district and (ii) all sums unpaid on a first Mortgage of Record permitted under the Declaration.

Section 6. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid Common Expenses the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of all Unit Owners, or on behalf of any one or more individual Unit Owners if so instructed, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same subject, however, to applicable restrictions of Record. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosure or waiving the lien securing the same.

In the event a Mortgagee holding a First Mortgage of Record on a Unit or other purchaser (other than the Association) purchases and takes title to a Unit as a result of a foreclosure, or proceedings held in lieu of foreclosure by the Mortgagee, with respect to the first Mortgage on such Unit, such acquirer of title, his successor and assigns, shall not be liable for the share of the assessment for Common Expenses of the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. However, such unpaid share of Common Expenses shall be deemed as general Common Expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Section 7. Statement of Common Charges. The Board of Directors shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Expenses due from such Unit Owner. The Board may charge a reasonable fee for providing such written report.

Section 8. Abatement and Enjoinment of Violations by Unit Owners and Suit for Damages. The violation of any Rule or Regulation adopted by the Board of Directors or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws or at law or in equity: (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may

exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; and/or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach at the expense of the defaulting Unit Owner and/or (iii) maintain an appropriate legal action for damages resulting from such breach.

Section 9. Maintenance and Repair. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Areas and Facilities resulting from his failure to maintain and repair his Unit as provided in the Declaration. All maintenance, repairs and replacements to the Common Areas and Facilities (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to and paid by such Unit Owner), shall be made by the Board and be charged to all the Unit Owners as a Common Expense; provided, however, there is excluded from the provisions contained in this Section any repairs necessitated by casualty insured against by the Board of Directors to the extent the Board receives insurance proceeds for such repairs.

Section 10. Additions, Alterations or Improvements by Unit Owners. Except as specifically provided in the Declaration, no Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit, or any change in the exterior appearance thereof or to any Limited Common Areas and Facilities, without the prior written consent thereto of the Board of Directors. The Board shall have the obligation to answer any such written request by a Unit Owner within thirty (30) days after such request, but failure to do so within the stipulated time shall not constitute a consent by the Board of Directors to the proposed addition, alteration, improvement or change.

Section 11. Use of Common Areas and Facilities. A Unit Owner shall not interfere with the use of the Common Areas and Facilities by the remaining Unit Owners and their families and guests.

Section 12. Right of Access. A Unit Owner shall grant a right of access to his Unit to the Manager and/or any other Person authorized by the Board of Directors or the Manager, for the purpose of making inspection or for the purpose of correcting any condition originating in his Unit or threatening another Unit or the Common Areas and Facilities, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical equipment or other Common Areas and Facilities in or adjoining his Unit; provided, however, such requests for entry (except in the case of emergencies where no request shall be required) shall be made in advance at a time reasonably convenient to the Unit Owner. In the case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.

Section 13. Rules of Conduct. Rules and Regulations concerning the use of the Units and the Common Areas and Facilities shall be promulgated and amended by the Board of Directors. Copies of such Rules and Regulations shall be furnished by the Board to each Unit Owner prior to the time when the same shall become effective.



ARTICLE VII. RECORDS

The Board of Directors shall keep detailed records of the actions of the Board, minutes of the meetings of the Board of Directors, minutes of the meetings of the Unit Owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of the Common Expenses against each Unit, the date when due, the amounts paid thereof, and the balance remaining unpaid. The financial records and books of account shall be available for examination by all the Unit Owners, their duly authorized agents or attorneys at convenient hours.

ARTICLE VIII. ANNUAL AUDIT

A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board to all Unit Owners on or before the 15th day of the fourth month following the close of each fiscal year covering the preceding year. In addition, an annual report of the receipts and expenditures of the Association shall be rendered by the Board to all Unit Owners and to all Mortgagees of Units who have requested the same, promptly after the end of each fiscal year.

ARTICLE IX. INDEMNIFICATION OF DIRECTORS,  
OFFICERS AND OTHERS

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorney's fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made a party) by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members of disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.



The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article IX, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

#### ARTICLE XI. DAMAGE OR DESTRUCTION TO IMPROVEMENTS

If the Improvements (as defined in Section 15 of the Declaration) shall be damaged or destroyed in whole or in part, then the Board of Directors shall proceed with due diligence to adjust all claims on hazard insurance maintained by the Association and shall secure competitive bids or estimates from at least two (2) contractors to perform the repair and restoration of the Improvements. The Board of Directors shall, pursuant to paragraph (B) of Section 15 of the Declaration, call a meeting of the Unit Owners to take place upon the earlier of (i) the date 10 days after final adjustment of any claims on such hazard insurance and receipt of such bids or estimates, or (ii) 100 days after the date of such damage or destruction. The purpose of such meeting shall be to decide whether to repair, reconstruct and rebuild the Improvements. If Unit Owners owning at least 50.1% of the total Unit Interests do not, within 120 days of the damage or destruction of the Improvements, determine in favor of repairing, reconstructing and rebuilding the Improvements, then the provisions of paragraph (B) of Section 15 of the Declaration shall be applicable.

#### ARTICLE VII. AMENDMENT

These Bylaws may be amended by a vote of Unit Owners owning in the aggregate at least 67% of the total Unit Interests, cast in person or by proxy, at a meeting duly held in accordance with the provisions of these Bylaws, together with all their respective Mortgagees, provided that such amendment shall be effective only upon the Recordation of an amendment to the Declaration setting forth such amendment to these Bylaws. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon. All Unit Owners shall be bound to abide by any such amendment upon the same being passed and duly set forth in an amended Declaration, duly Recorded.

PARK PLACE CONDOMINIUM

RULES AND REGULATIONS

The following Rules and Regulations are provided to insure the peaceful enjoyment, maintenance of value, and security of your Unit and the Common Areas and Facilities of Park Place Condominium. Although some rules and regulations may appear to be an inconvenience to some, they will be more acceptable if consideration is given to the benefits of the entire Park Place community.

1. Each Unit Owner shall be responsible and shall pay for any damage or waste resulting from stoppage in the plumbing facilities as a result of deposit of any foreign substance therein or misuse or neglect and shall reimburse the Association on demand for the expense incurred due to waste or the repair or replacement of any such facilities.

2. Enclosing the balconies or patios with glass or screen, or attached awnings or anything that will affect the exterior appearance of any Building and any attachments, alterations, or modifications to any of the Common Areas and Facilities, whether inside or outside a Building, must have the prior written approval of the Board of Directors.

3. No radio aerial, television antenna, or other radio or television installation shall be installed on the exterior of any Building or the Common Areas and Facilities without the prior written consent of the Board of Directors.

4. No Unit Owner or Occupant or his employees, agents, or guests shall mark, paint, drill, or in any way deface any exterior walls, shrubbery or grounds.

5. In no event shall an Owner or Occupant deposit trash or let trash accumulate in the Common Areas and Facilities other than in a trash receptacles. Trash receptacles will be provided at various locations in the Condominium. All garbage to be placed in the trash receptacle shall be put in plastic bags and carefully sealed to reduce odors. All bottles and other breakables shall be carefully wrapped in newspaper or other protective covering.

6. Unit Owners shall not allow furniture, boxes, packages or articles of any kind to remain in the Common Areas and Facilities except for short periods incidental to moving same in or out of a Building or to cleaning or rearranging.

7. No items, such as towels or linens, may be hung so as to be visible from the outside of a Unit.

8. The sidewalks, driveways, entrances, halls, passages, elevators and stairways shall not be obstructed by the Unit Owners or used by them for any purpose other than for ingress and egress. The sidewalks, entrances, patios, floors, driveways, common parking areas and landscaped areas shall be kept free from rubbish and no bicycles, lawn chairs or other articles of that kind shall be permitted to remain on the grounds except when in use.



10. The Board of Directors shall retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock without the written consent of the Board of Directors, and if permission is granted, a key to the new lock must be given the Board of Directors. This key will be used only in the event of an emergency or to service the Common Areas and Facilities.

11. No combustible materials which may increase fire or casualty hazard are permitted.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Property, except that dogs, cats or other household pets may be kept by Residential Unit Owners in their respective Residential Units provided that they are not kept, bred or maintained for any commercial purpose, meet the other requirements of these Rules and Regulations, and do not endanger the health of or, in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any Unit or any Occupant thereof. Each Unit Owner is limited to one animal which may not exceed 25 pounds in weight. Pets must be leashed at all times when not inside the Owner's Residential Unit and must be controlled so as not to disturb other Unit Owners and Occupants or create a nuisance.

13. No automobiles shall be parked at any place on the Condominium except in the spaces provided, and said spaces are to be used for parking of automobiles only. The parking of trailers and boats and other recreational equipment is prohibited.

14. No automobiles, moving van or delivery truck shall be parked, driven across or driven onto the landscaped areas or walkways. Any damage resulting from the violation of this regulation shall be at the direct expense of the Unit Owner.

15. No Unit Owner shall make or permit any disturbing noises in an Building or the Common Areas and Facilities by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such Persons that will interfere with the rights, comfort or convenience of other Unit Owners or Occupants.

16. No motorcycles, motorbikes, motor scooters, mini-bikes, go-carts, or any other motorized vehicle of the type that generate abusive noises shall be permitted.

17. No signs, ads, or solicitations are permitted in or about the Condominium without the prior consent of the Association. The Developer shall be exempt from this regulation.

18. Rules for use of the swimming pool shall be established by the Association each season and posted conspicuously for compliance by all Unit Owners and guests.

19. The clubroom will not be available for general use by outside organizations. If, however, a Unit Owner is a member of a social or religious group he will be allowed to use the clubhouse provided he is responsible and present at the meeting. Unit Owners will be required to reserve the clubhouse on forms or in a manner prescribed by the Association on a stipulated reservation system. Meetings or gatherings shall not extend beyond midnight. The Unit Owner who reserves the clubroom will be responsible for the cost of clean-up and any damages to the clubroom or its contents. The Association may charge a reasonable advance security deposit for use of the clubroom. Notwithstanding the foregoing, so long as the Board of Directors shall be composed of 2 Directors pursuant to Section 1 of Article III of the Bylaws, Developer shall have exclusive use of the clubhouse.



CHANGES IN RULES AND REGULATIONS:

The Association may, in accordance with the Bylaws, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order in the Condominium, for its care and cleanliness, or for protection of the reputation thereof. When notice of any such alteration, amendment, revocation, or addition is given to any Unit Owner, it shall have the same force and effect as if originally made a part of these Rules and Regulations.

All terms used in these Rules and Regulations which are defined in the Declaration are used herein as so defined.

Compliance with these Rules and Regulations may be enforced by the Board of Directors as provided in the Bylaws.

EXHIBIT C  
PARK PLACE CONDOMINIUM

| <u>Address</u>      | <u>Legal Description<br/>Residential Unit</u> | <u>Unit Interest<br/>(Percentage)</u> |
|---------------------|---|---------------------------------------|
| <u>8700 Metcalf</u> |   |                                       |
| 101                 | 101E  | 1.61                                  |
| 102                 | 102E  | 1.58                                  |
| 201                 | 201E  | 1.68                                  |
| 202                 | 202E  | 1.66                                  |
| <u>8704 Metcalf</u> |   |                                       |
| 103                 | 103E  | 1.62                                  |
| 104                 | 104E  | 1.62                                  |
| 203                 | 203E  | 1.70                                  |
| 204                 | 204E  | 1.67                                  |
| <u>8708 Metcalf</u> |   |                                       |
| 105                 | 105E  | 1.30                                  |
| 106                 | 106E  | 1.47                                  |
| 107                 | 107E  | 1.48                                  |
| 205                 | 205E  | 1.50                                  |
| 206                 | 206E  | 1.48                                  |
| 207                 | 207E  | 1.48                                  |
| 10                  | 10E   | 1.13                                  |
| 11                  | 11E   | 1.18                                  |
| <u>8710 Metcalf</u> |   |                                       |
| 106                 | 106D  | 1.68                                  |
| 107                 | 107D  | 1.67                                  |
| 206                 | 206D  | 1.68                                  |
| 207                 | 207D  | 1.67                                  |
| <u>8716 Metcalf</u> |   |                                       |
| 104                 | 104D  | 1.31                                  |
| 105                 | 105D  | 1.46                                  |
| 204                 | 204D  | 1.32                                  |
| 205                 | 205D  | 1.44                                  |
| <u>8718 Metcalf</u> |   |                                       |
| 101                 | 101D  | 1.36                                  |
| 102                 | 102D  | 1.38                                  |
| 103                 | 103D  | 1.38                                  |
| 201                 | 201D  | 1.37                                  |
| 202                 | 202D  | 1.38                                  |
| 203                 | 203D  | 1.40                                  |
| <u>8722 Metcalf</u> |   |                                       |
| 104                 | 104A  | 2.81                                  |

EXHIBIT C  
PAGE 1

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| <u>Address</u>      | <u>Legal Description<br/>Residential Unit</u> | <u>Unit Interest<br/>(Percentage)</u> |
|---------------------|---|---------------------------------------|
| <u>8724 Metcalf</u> |   |                                       |
| 103                 | 103A  | 2.12                                  |
| <u>8726 Metcalf</u> |   |                                       |
| 102                 | 102A  | 2.12                                  |
| <u>8728 Metcalf</u> |   |                                       |
| 101                 | 101A  | 2.81                                  |
| <u>8730 Metcalf</u> |   |                                       |
| 10                  | 10B   | 1.15                                  |
| 105                 | 105B  | 1.31                                  |
| 106                 | 106B  | 1.47                                  |
| 107                 | 107B  | 1.47                                  |
| 205                 | 205B  | 1.50                                  |
| 206                 | 206B  | 1.47                                  |
| 207                 | 207B  | 1.47                                  |
| 11                  | 11B   | 1.21                                  |
| <u>8734 Metcalf</u> |   |                                       |
| 103                 | 103B  | 1.59                                  |
| 104                 | 104B  | 1.61                                  |
| 203                 | 203B  | 1.68                                  |
| 204                 | 204B  | 1.68                                  |
| <u>8738 Metcalf</u> |   |                                       |
| 101                 | 101B  | 1.62                                  |
| 102                 | 102B  | 1.62                                  |
| 201                 | 201B  | 1.73                                  |
| 202                 | 202B  | 1.81                                  |
| <u>8740 Metcalf</u> |   |                                       |
| 101                 | 101C  | 1.35                                  |
| 102                 | 102C  | 1.38                                  |
| 103                 | 103C  | 1.38                                  |
| 201                 | 201C  | 1.35                                  |
| 202                 | 202C  | 1.39                                  |
| 203                 | 203C  | 1.38                                  |
| <u>8744 Metcalf</u> |   |                                       |
| 104                 | 104C  | 1.33                                  |
| 105                 | 105C  | 1.74                                  |
| 204                 | 204C  | 1.33                                  |
| 205                 | 205C  | 1.71                                  |
| <u>8748 Metcalf</u> |   |                                       |
| 106                 | 106C  | 1.68                                  |
| 107                 | 107C  | 1.69                                  |
| 206                 | 206C  | 1.69                                  |
| 207                 | 207C  | 1.69                                  |
| Total Units 64      |   | 100% <i>ol.</i>                       |

EXHIBIT C  
PAGE 2



1426307 ✓

AMENDMENT  
TO  
CONDOMINIUM DECLARATION  
OF  
PARK PLACE CONDOMINIUM

WHEREAS, the Condominium Declaration of Park Place Condominium ("the Declaration") was filed and recorded on August 15, 1983, in Volume 1899 at pages 823 thru 880 in the Office of the Register of Deeds of Johnson County, Kansas; and,

WHEREAS, the Declaration has been duly amended by the action of the Board of Directors of Park Place Condominium Association, Inc. and by 100% of the Unit Owners all according to the amendment provisions of the Declaration;

NOW, THEREFORE, the undersigned hereby records this Certificate to certify the Declaration to be amended as follows:

This Amendment hereby completely deletes and voids the original Exhibit C to the Declaration in its entirety, which original Exhibit C was recorded at Volume 1899, pages 879 and 880 and hereby substitutes therefore the Amended Exhibit C which is attached hereto and is by reference made a part hereof as though fully set out herein.

Other than substituting the Amended Exhibit C attached hereto, all other terms, conditions and provisions of the Declaration are hereby ratified and confirmed as though fully set out at this place.

Dated as of the 23rd day of August, 1983.

PARK PLACE CONDOMINIUM ASSOCIATION, INC.

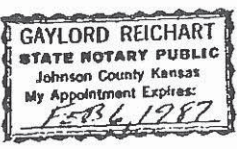
By: George C. Dipman  
President of George C. Dipman

STATE OF KANSAS )  
                  ) ss:  
COUNTY OF JOHNSON )

On the date and year last above written, before me, the undersigned, a Notary Public in and for said county and state, personally appeared George C. Dipman, who is known to me to be the President of Park Place Condominium Association, Inc., and such person duly executed the within instrument on behalf of the said association and acknowledged to me that he duly executed the same as a free and voluntary act and deed of the said association.

IN WITNESS WHEREOF, I have set my hand and official seal.

Gaylord Reichart  
Notary Public - Gaylord Reichart



STATE OF KANSAS }  
COUNTY OF JOHNSON } ss  
FILED FOR RECORD

1983 AUG 23 PM 2 47 3

Rubie H. Scott  
REGISTER OF DEEDS  
BY \_\_\_\_\_ DEP.

VOL 1903 PAGE 884

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AMENDED  
EXHIBIT C  
PARK PLACE CONDOMINIUM

| <u>Address</u>      | <u>Unit Interest<br/>(Percentage)</u> |
|---------------------|---------------------------------------|
| <u>8700 Metcalf</u> |                                       |
| 101                 | 1.60                                  |
| 102                 | 1.60                                  |
| 201                 | 1.70                                  |
| 202                 | 1.70                                  |
| <u>8704 Metcalf</u> |                                       |
| 103                 | 1.60                                  |
| 104                 | 1.60                                  |
| 203                 | 1.70                                  |
| 204                 | 1.70                                  |
| <u>8708 Metcalf</u> |                                       |
| 105                 | 1.32                                  |
| 106                 | 1.46                                  |
| 107                 | 1.46                                  |
| 205                 | 1.50                                  |
| 206                 | 1.46                                  |
| 207                 | 1.46                                  |
| 10                  | 1.17                                  |
| 11                  | 1.17                                  |
| <u>8710 Metcalf</u> |                                       |
| 106                 | 1.70                                  |
| 107                 | 1.70                                  |
| 206                 | 1.70                                  |
| 207                 | 1.70                                  |
| <u>8716 Metcalf</u> |                                       |
| 104                 | 1.32                                  |
| 105                 | 1.39                                  |
| 204                 | 1.32                                  |
| 205                 | 1.39                                  |
| <u>8718 Metcalf</u> |                                       |
| 101                 | 1.39                                  |
| 102                 | 1.39                                  |
| 103                 | 1.39                                  |
| 201                 | 1.39                                  |
| 202                 | 1.39                                  |
| 203                 | 1.39                                  |
| <u>8722 Metcalf</u> |                                       |
| 104                 | 2.81                                  |
| <u>8724 Metcalf</u> |                                       |
| 103                 | 2.12                                  |
| <u>8726 Metcalf</u> |                                       |
| 102                 | 2.12                                  |
| <u>8728 Metcalf</u> |                                       |
| 101                 | 2.81                                  |

(Continued)

AMENDED  
EXHIBIT C

| <u>Address</u>      | <u>Unit Interest<br/>(Percentage)</u> |
|---------------------|---------------------------------------|
| <u>8730 Metcalf</u> |                                       |
| 10                  | 1.17                                  |
| 11                  | 1.17                                  |
| 105                 | 1.32                                  |
| 106                 | 1.46                                  |
| 107                 | 1.46                                  |
| 205                 | 1.50                                  |
| 206                 | 1.46                                  |
| 207                 | 1.46                                  |
| <u>8734 Metcalf</u> |                                       |
| 103                 | 1.60                                  |
| 104                 | 1.60                                  |
| 203                 | 1.70                                  |
| 204                 | 1.70                                  |
| <u>8738 Metcalf</u> |                                       |
| 101                 | 1.60                                  |
| 102                 | 1.60                                  |
| 201                 | 1.70                                  |
| 202                 | 1.70                                  |
| <u>8740 Metcalf</u> |                                       |
| 101                 | 1.39                                  |
| 102                 | 1.39                                  |
| 103                 | 1.39                                  |
| 201                 | 1.39                                  |
| 202                 | 1.39                                  |
| 203                 | 1.39                                  |
| <u>8744 Metcalf</u> |                                       |
| 104                 | 1.32                                  |
| 105                 | 1.70                                  |
| 204                 | 1.32                                  |
| 205                 | 1.70                                  |
| <u>8748 Metcalf</u> |                                       |
| 106                 | 1.70                                  |
| 107                 | 1.70                                  |
| 206                 | 1.70                                  |
| 207                 | 1.70                                  |
| Total Units 64      | 100%                                  |



STATE OF KANSAS, Jss  
COUNTY OF JOHNSON  
FILED FOR RECORD

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MURKIN M. SCOTT  
REGISTER OF DEEDS

SECOND  
AMENDMENT  
TO  
CONDOMINIUM DECLARATION  
OF  
PARK PLACE CONDOMINIUM

BY \_\_\_\_\_ CLP

WHEREAS, a Condominium Declaration of Park Place Condominium was filed and recorded on August 15, 1983, in Volume 1899 at pages 823 thru 880 in the Office of the Register of Deeds of Johnson County, Kansas, and is referred to herein as "the Declaration" and one Amendment thereto was filed in said office on August 23, 1983 in Volume 1903 at pages 884 thru 886; a:d

WHEREAS, the Declaration has been further amended by action of Park Place Condominium Association, Inc. and the Unit Owners according to the amendment provisions of the Declaration;

NOW THEREFORE, the undersigned hereby certifies the Declaration to be duly amended as follows:

AMENDMENT NO. 1

The following Sub-Section (x) shall be added to Section 3 by amendment:

(x) "Carport Unit" shall mean the part of a building used solely for the parking of passenger automobiles, and for no other purpose, and having a direct exit to a public street or highway or to a common area or facility leading to such street or highway. Each Carport Unit and the legal description thereof are shown on the replat of Park Place filed contemporaneously with this Amended Declaration. Each Carport Unit shall consist of all the space bounded horizontally and vertically by the undecorated or unfinished (or both) interior surfaces of it's perimeter walls, floor surfaces and ceilings.

The total of the common expenses of administration, maintenance, repair and replacement of the carport units, including reserves established therefor by the Association, shall be assessed by the Association to the Residential Unit Owners to which they are assigned, in equal shares to be determined by dividing the said total of such common expenses by the total number of carport units. The said common expenses shall include, without limitation, the maintenance, repair and replacement of the asphalt surfaces below the carport units, their support beams, the canopy covering them, the interior and exterior surface of walls, floors and ceilings, and all finished material or covering applied to any interior or exterior walls, floors and canopies, and all

600  
ck

wiring, utility lines, fixtures and facilities used in connection therewith.

No Carport Unit can be reserved to a party other than the Owner of a Residential Unit.

AMENDMENT NO. 2

The following shall be added to Section 3 (j):

"Limited Common Areas and Facilities" shall also mean the Common Areas and Facilities reserved for use of specified Residential Units, consisting of the carport units designated on the replat of Park Place filed contemporaneously with this amended Declaration. Carport Units may be reserved for such use to specified Residential Unit Owners by assignment.

AMENDMENT NO. 3

The following sub-section (E) shall be added to Section 8 by amendment:

(E) Notwithstanding anything to the contrary contained in this Declaration, in the by-laws of the Association, or any other condominium documents during the period of sale of Units by the developer until the expiration of the developer's right to appoint or remove members of the board of directors of the Association as provided in Section 19, the Developer will not bear liability for the payment of assessments levied against Units owned by Developer but will be liable to the Association only for the difference between (i) the actual costs of the routine maintenance, management and operation of the Condominium Project and (ii) the portion of assessments collected from the Co-Owners which relate to the budgeted costs of routine maintenance, management and operation. During the said Period, the Developer will contribute all amounts levied by the Board of Directors of the Association for the Capital Reserve Account for all unsold units. From and after the expiration of the said Period, the Developer's liability to the Association for assessments will be the same as all Co-Owners with the Units of Developer being subject to the lien rights to secure payment of such assessments.

Dated as of the 16 day of April, 1984

PARK PLACE CONDOMINIUM ASSOCIATION, INC.

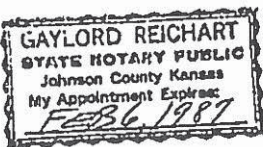


WITNESSED BY: Robert A. Smerwick Secretary - Robert A. Smerwick  
George C. Dipman President - George C. Dipman

STATE OF KANSAS )  
                          )ss:  
COUNTY OF JOHNSON )

On the date and year last above written, before me, the undersigned, a Notary Public in and for said county and state, personally appeared George C. Dipman, who is known to me to be the President of Park Place Condominium Association, Inc., and such person duly executed the within instrument on behalf of the said association and acknowledged to me that he duly executed the same as the free and voluntary act and deed of the said association.

IN WITNESS WHEREOF, I have set my hand and official seal.



Gaylord Reichart  
Notary Public - Gaylord Reichart