

BYLAWS  
OF  
OAK CLIFF OWNER'S ASSOCIATION, INC.

ARTICLE I  
General

1. IDENTITY. These are the bylaws of the Oak Cliff Owners' Association adopted for the purpose of administering Oak Cliff, a condominium, organized under the Apartment Ownership Act of the State of Kansas pursuant to Declaration of Oak Cliff, a condominium, as filed in the office of the Register of Deeds of Sedgwick County, Kansas., and to which Declaration these bylaws are attached as Exhibit "G".
2. OFFICE. The office of the Association shall be located in the office of 1629 S. Meridian, Wichita, Sedgwick County, Kansas.
3. FISCAL YEAR. The fiscal year of the Association shall be the calendar year.

ARTICLE II  
Membership and Meetings

1. VOTING RIGHTS. All owners of apartments in Oak Cliff, a condominium, shall be members of the Association, and shall be entitled to vote at all members' meetings. The number of votes allocated to each apartment shall correspond with the apartment's percentage ownership of common areas and facilities as specified in the Declaration. In the event of multiple ownership of an apartment, only that member designated by the remaining members owning said apartment shall be entitled to cast the votes allocated to said apartment. The designation of said voting member will be in writing by the remaining members owning said apartment at the time of the acquisition of the same. Such designation shall be kept by the Board of Directors and shall remain in full force and effect until revoked by said nonvoting members.
2. ANNUAL MEMBERS' MEETING. The first annual meeting shall be postponed for at least one year from the date of the filing of these bylaws. After that time, the annual members' meeting shall be held at the office of the Association at 1629 S. Meridian, Wichita, Kansas on August 1st of each year, beginning in 1983, for the purpose of electing directors and transacting any other business authorized by the members.
3. SPECIAL MEMBERS' MEETINGS. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.
4. NOTICE OF MEMBERS' MEETINGS. Notice of all members' meetings, stating the time and place where the meeting is to be held and the purpose or purposes for which the meeting is called, shall be given by the Secretary, unless waived by all members in writing. Such notice shall be in writing to each member at his address such as it appears on the books of the

Association and shall be mailed to him not less than 10 days nor more than 60 days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the Secretary and shall be sufficient proof thereof. Notice of any meeting may be waived, in writing, either before or after said meeting.

5. QUORUM FOR MEMBERSHIP MEETING. A quorum shall consist of a sufficient number of persons in attendance entitled to cast a majority of the votes of the Association. The acts approved by a majority of the votes cast at which meeting a quorum exists shall constitute the acts of the members, except where approval by a greater number is required by the Declaration, these bylaws, or applicable law. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

6. PROXY. Votes may be cast at any members' meeting either in person or by proxy. Proxies may be made by any person entitled to vote, shall be valid for only the particular meeting designated therein, and must be filed with the Secretary before the established time of the meeting or any adjournment thereof.

7. ADJOURNED MEETINGS. If any meeting of members cannot be convened because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

8. ORDER OF BUSINESS. The order of business at annual members' meetings and, insofar as practical, at all other meetings shall be:

- a. Election of a Chairman of the meeting.
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Report of officers.
- f. Report of committees.
- g. Election of Directors.
- h. Selection of auditors for the ensuing year.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

#### ARTICLE III

##### Directors, Selection, Meetings, Fees

1. NUMBER, QUALIFICATION. The affairs of the Association shall be managed and controlled by a board of six directors. Each director shall be a person entitled to cast at least one vote at a members' meeting; provided, however, that this provision shall not apply to the temporary directors hereinafter provided for.

2. SELECTION, VACANCIES AND REMOVAL. The selection, removal and replacement of directors shall be governed by the following:

- a. Directors shall be elected by written ballot (unless the use thereof is dispensed with by unanimous consent) and by plurality of the votes cast at the annual meeting of the members of the Association.

Each member of the Association shall be entitled to vote for as many nominees as there are vacancies to be filled.

- b. Except as to vacancies created by the removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
- c. Any Director may be removed by concurrence of two-thirds of the members of the Association at the special meeting of the members called for that purpose. Any vacancy in the Board of Directors so created shall be filled by the members of the Association at that same meeting.

3. ELECTION OF DIRECTORS AND TERM. At the first annual meeting, the six Directors shall be elected as follows, to-wit: two Directors for one (1) year, two Directors for two (2) years and two Directors for three (3) years. The term of each Director after the initial term as above set out, shall be for one year. Thus, at least one-third of the Directors' terms shall expire annually. Directors may be removed by a majority of the Board of Directors for failure to attend at least three (3) consecutive meetings. At a special meeting called for that purpose, or in a regular meeting of the members, any or all of the Directors may be removed by two-third majority of the members.

4. ORGANIZATIONAL MEETING. The organizational meeting of the newly elected Board of Directors shall be held within 10 days after their election at such place and time as shall be fixed by those Directors present at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone, or telegraph at least three (3) days prior to the day named for such meeting.

6. SPECIAL MEETINGS. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. WAIVER OF NOTICE. Any director may waive notice of a meeting, before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. QUORUM. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium, these bylaws, or applicable law.

9. ADJOURNED MEETINGS. If at any meeting of the Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. JOINDER IN MEETING BY APPROVAL OF MINUTES. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

11. PRESIDING OFFICER. The presiding officer at all Directors' meetings shall be the Chairman of the Board, if such an officer has been elected, and if no Chairman of the Board has been elected then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

12. DIRECTORS' FEES. Directors' fees, if any, shall be determined by the members of the Association.

13. TEMPORARY DIRECTORS. Six (6) temporary Directors shall be appointed by the declarant, Oak Cliff, to serve as such until the first annual meeting of members as herein provided for.

#### ARTICLE IV

#### Directors' Powers and Duties

1. EXERCISE OF POWERS. All of the powers and duties vested in the Association by the Apartment Ownership Act of Kansas, Declaration of Condominium, and these bylaws shall be exercised exclusively by the Board of Directors, its agent, contractors or employees, subject only to approval by members when; such approval is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following, subject, however, to the provisions of the Declaration of Condominium, these bylaws, and applicable law:

- a. To make and collect assessments against members to defray the cost and expenses of the Condominium.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To maintain, repair, replace and operate the Condominium properly.
- d. To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members.
- e. To lease property in the name of and for the Association.
- f. To reconstruct improvements after casualty and to further improve the property.
- g. To make and amend reasonable administrative regulations respecting the use of the property in the Condominium and governing the details of the operation and use of the common areas and facilities.

- b. To enforce by legal means the provisions of the Apartment Ownership Act of Kansas, the Declaration of Condominium, these bylaws, and regulations for the use of the property of the Condominium.
- i. To contract for management of the Condominium and to delegate to said management all powers and duties of the Association except such as are specifically required by the Declaration of Condominium, these bylaws, or applicable law to have approval of the Board of Directors or of the members of the Association.
- j. To employ and discharge personnel to perform the services required for proper operation of the Condominium.

ARTICLE V  
Officers

1. EXECUTIVE OFFICER. The executive officers of the Association shall be a President, a Vice President (each of whom shall be a Director), a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the offices of President, Vice President and Secretary may not be combined. The Board of Directors shall from time to time elect such other officers as the Board shall find required to manage the affairs of the Association and shall designate the powers and duties of such officers.

2. PRESIDENT. The President shall be chosen from among the Directors and shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of President, including but not limited to the power to appoint committees from among the members from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association.

3. VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise all of the powers and perform all the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

4. SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and of the members. He shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Directors or by the President.

5. TREASURER. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and he shall perform all other duties incident to the office of the Treasurer.

6. COMPENSATION. The compensation of all officers and employees of the Association shall be fixed by the Directors. Nothing herein shall preclude the Board of Directors from employing a Director as an employee of the Association, nor shall it preclude the contracting with a Director for the management of the Condominium.

ARTICLE VI  
Fiscal Management

1. GENERAL PROVISIONS. The provisions for fiscal management set forth in the Declaration of Condominium shall be supplemented by the following provisions; provided, however, that in the event of a conflict between the provisions in the Declaration of Condominium and the provisions herein, those in the Declaration of Condominium shall control:

- a. Accounts. The Funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:
- (1) Current Expenses: This account shall include all funds and expenditures to be made within the year from which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year may, at the discretion of the Directors, be applied to reduce the assessments for current expenses for the succeeding year.
  - (2) Reserve for Deferred Maintenance. This account shall include all funds for maintenance items which occur less frequently than annually.
  - (3) Reserve for Replacement. This account shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- b. Budget. The Board of Directors shall, on or before December 1st of each year, adopt a budget for each ensuing calendar year which shall include the estimated funds required to defray the common expenses to provide and maintain funds for the following accounts and reserves according to good accounting practices.
- (1) Current Expenses. The amount for this item shall not exceed 110% of the budget for this account for the prior year.
  - (2) Reserve for Deferred Maintenance. The amount for this item shall not exceed 100% of the budget for this account for the prior year.
  - (3) Reserve for Replacement. The amount for this item shall not exceed 110% of the budget for this account for the prior year.

- (4) Proviso. Provided, however, that the amount for each budgeted item listed above may be increased over the foregoing limitations when approved by members entitled to cast more than 50% of the votes in the Association. Copies of the budget shall be transmitted to each member on or before December 1st next preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.
- c. Assessments. Assessments against the members for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 1 next preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event that the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at anytime by the Board of Directors if the accounts of the amended budget to not exceed the limitations thereon for that year. Any account which does not exceed such limitations shall be subject to the approval of the membership of the Association heretofore required. Copies of the proposed assessment shall be transmitted to each member on or before December 1 next preceding the year for which the assessment is made.
- d. Acceleration of Assessment, Installments Upon Default. If a member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessments upon notice thereof to the member and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than 10 days after delivery to the member, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.
- e. Assessments for Emergencies. Assessments for common expenses or emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the members. After such notice and upon approval in writing by members entitled to cast more than 50% of the votes in the Association, the assessment shall become effective and it shall be due thereafter in such manner as the Board of Directors may require.
- f. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Directors.

- g. Audits. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the report shall be furnished to each member not later than March 15 of the year immediately following the end of the year for which the report is made.
- h. Fidelity Bonds. The Board of Directors shall require a fidelity bond from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.
- i. Payment of Expenses. The Board of Directors shall provide such expenditure controls as it shall deem necessary and advisable, including payment vouchers and purchase orders in such form as the Board may determine.

#### ARTICLE VII

##### Parliamentary Rules

1. PARLIAMENTARY PROCEDURES. Robert's Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Declaration of Condominium or these bylaws.

#### ARTICLE VIII

##### Amendment

1. AMENDMENT. The bylaws may be amended by the membership when approved by members entitled to cast more than 50% of the votes in the Association.

RATIFICATION

The undersigned, Douglas R. Hahn, hereby ratifies the attached Declaration of Oak Cliff, a condominium, as rerecorded in the Office of the Register of Deeds of Sedgwick County, Kansas, on the 15th day of September, 1982, which amends the third paragraph of Article 16 to read as follows:

"The maximum number of condominium units that may be created within such convertible land is eight, to consist of one building with four condominium units for each lot so converted. The quality of construction, the principal materials to be used and architectural style of the new condominium units shall be identical to that of the original condominium units. No other improvements will be erected upon such convertible land with the exception of drives and driveways comparable to those already constructed on the remainder of said land. The above lands are declared to be convertible lands in conformity with K. S. A. 58-3115(a), and further, that such lands may be converted by amendment duly filed and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas, executed by the declarant and the Board of Directors of the apartment owners' association, and that until such time that such lands are converted by the construction of residence buildings thereon and by filing of such amendments as required by the last cited statute, that they shall be deemed to be part of the common areas and facilities. No such conversion shall be made or occur after seven (7) years from the date of the recording of this Declaration. The maximum number of units to be constructed shall be as above set out. The declarant further reserves the right to create limited common areas and facilities upon or within any such convertible lands."

DATED this the 15<sup>th</sup> day of September, 1982.

  
Douglas R. Hahn





STATE OF KANSAS  
Sedgwick County  
FILED FOR RECORD AT  
10:00 a.m.

NO. 576 P. 1302

APR 1 1983

NO. 24979  
BETTE F. MCCART  
REGISTER OF DEEDS  
Sedgwick County

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF OAK CLIFF, A CONDOMINIUM

THIS SECOND AMENDMENT, made this 30<sup>th</sup> day of March, 1983, by  
GAYLAN W. NETT, JR. and MELODY S. NETT, his wife, GAYLAN W. NETT,  
SR. and LINDA S. NETT, his wife.

WHEREAS, the Declarants find it necessary and appropriate to  
amend the Declaration of Oak Cliff, a condominium, which was filed  
at Film 544 at Page 1406 in the Office of the Register of Deeds of  
Sedgwick County, Kansas on September 15, 1982, and to which there  
was added a First Amendment, which was filed at Film 544, Page 1436  
in the Office of the Register of Deeds of Sedgwick County, Kansas on  
September 15, 1982.

The Declarants hereby expand the condominium to include the  
following described land, to-wit:

Lot 18, Block 1, Oak Cliff Estates, Second  
Addition to Wichita, Sedgwick County, Kansas.

The Declarants further state and allege that the above described  
real property was set out as land which might be included within the  
said condominium by an appropriate amendment expanding the said  
condominium in conformity with the statutes in such cases made and  
provided.

The land last above described is not to be considered as  
convertible land, but as land upon which there has been constructed  
a condominium which is described as Building No. 5, containing units  
numbered 501, 502, 503 and 504. The street address of such building  
being 10514 Texas, Wichita, Kansas. The floor plans for both  
buildings and the units contained therein are the same as Exhibits  
B, C and D attached to the original declaration.

Also attached to this Amendment is the Engineer's "as built"  
certificate for Building No. 5 and the units contained therein, the  
same being identified as Exhibit B, attached hereto.

Also attached hereto and made a part hereof as Exhibit A is the  
Engineer's survey showing the location of the building on said Lot  
18.

IN TESTIMONY WHEREOF, the parties hereto have signed their  
names on the day and year first above written.

Gaylan W. Nett, Sr.  
Gaylan W. Nett, Sr.

Gaylan W. Nett, Jr.  
Gaylan W. Nett, Jr.

Linda S. Nett  
Linda S. Nett

Melody S. Nett  
Melody S. Nett

OAK CLIFF OWNER'S ASSOCIATION,  
INC., Board of Directors. The  
undersigned being all of the  
members of the Board of Directors

Gaylan W. Nett, Sr., Director  
Gaylan W. Nett, Sr., Director

Gaylan W. Nett, Jr., Director  
Gaylan W. Nett, Jr., Director

Linda S. Nett, Director  
Linda S. Nett, Director

Melody S. Nett, Director  
Melody S. Nett, Director

9.00

ACCEPTANCE AND RATIFICATION

The undersigned, being the mortgagee on the realty above converted, and taken into the said condominium, accepts and hereby ratifies the above amendment.

Dated this 28th day of ~~February~~, 1983.

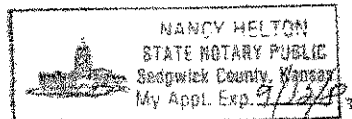
FOURTH NATIONAL BANK & TRUST OF  
WICHITA, WICHITA, KANSAS

By: [Signature]  
John C. Pearson  
Its: Assistant Vice President

STATE OF KANSAS )  
                  ) SS.:  
COUNTY OF SEDGWICK )

On this 28th day of March, 1983, before me, the undersigned notary public, in and for said county and state, did personally appear Gaylan W. Nett, Jr. and Melody S. Nett, his wife, Gaylan W. Nett, Sr. and Linda S. Nett, his wife, and acknowledged to me that they did sign their names to the above and foregoing instrument, and that the signing of the same was their free act and deed, for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year first above written.



[Signature]  
Notary Public  
Nancy Helton

My Appt. Expires:

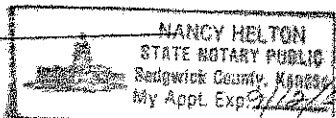
STATE OF KANSAS )  
                  ) SS.:  
COUNTY OF SEDGWICK )

On this 28th day of March, 1983, before me, the undersigned notary public, in and for said county and state, did personally appear Gaylan W. Nett, Jr., Melody S. Nett, his wife, Gaylan W. Nett, Sr. and Linda S. Nett, his wife, being all of the Board of Directors of the Oak Cliff Owner's Association, Inc., and that as the Directors of such Association, they executed and acknowledged to me that they did sign and execute the above and foregoing instrument, and that the signing of the same was all of their free and voluntary act and deed on behalf of the Corporation for the purposes of consideration there expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, on the day and year first above written.

[Signature]  
Notary Public  
Nancy Helton

My Appt. Expires:



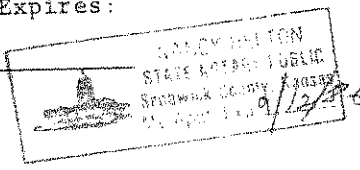
STATE OF KANSAS )  
 ) SS.:  
COUNTY OF SEDGWICK )

On this 28th day of March 1983, before me, the undersigned notary public, in and for said county and state, personally came John C. Pearson as Asst. Vice President of the Fourth National Bank and Trust of Wichita, Wichita, Kansas, the mortgagee herein, and acknowledged to me that he did sign his name to the above and foregoing instrument on behalf of the said corporation, and that the signing of the same was the free act and deed of the said corporation for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year first above written.

Nancy Helton  
Notary Public  
Nancy Helton

My Appt. Expires:





Donn C. Armstrong  
PROFESSIONAL LAND SURVEYOR

945 N. PINOCRES  
WICHITA, KS 67201  
1-316-263-0081

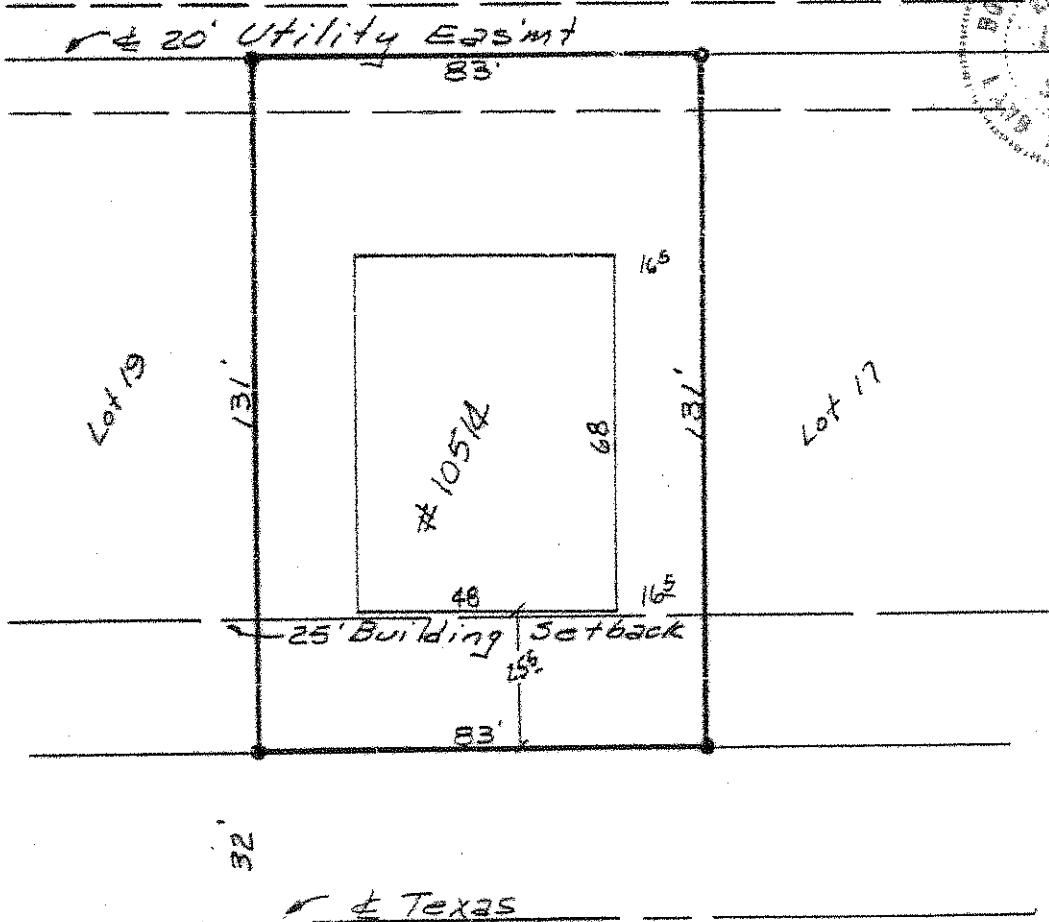
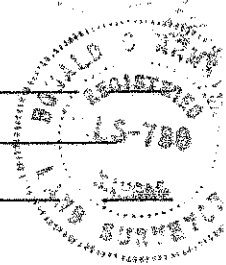
STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS

I, DONALD C. ARMSTRONG, A REGISTERED LAND SURVEYOR IN SAID STATE AND COUNTY DO HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED THE FOLLOWING: LOT 18, BLOCK 1, OAK CLIFF ESTATES 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS. ON SAID LOT IS BUILDING NUMBER 10514 TEXAS WHICH IS CLEAR OF ALL BOUNDARY, EASEMENT, AND SETBACK LINES. THERE ARE NO ENCROACHMENTS ON SAID LOT BY BUILDINGS ON ADJACENT LOTS.

THE ACCOMPANYING SKETCH IS A TRUE AND CORRECT EXHIBIT OF SAID SURVEY.

DATE OF SURVEY: FEBRUARY 28, 1983

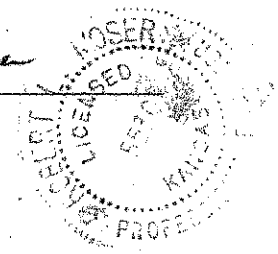
*Donn C. Armstrong*  
DONALD C. ARMSTRONG R. L. S. #780



ENGINEER'S CERTIFICATE

I, the undersigned, a licensed Professional Engineer, in the State of Kansas, hereby certify that the floor plans, filed with the City of Wichita and the building permits issued thereon on September 15, 1982, and filed with the Declaration, full and accurately depict the layout, location, residence number and dimension of the Units Nos. 501, 502, 503 and 504 in Building No. 5, more commonly known as 10514 Texas, Wichita, Kansas, all in Oak Cliff Condominium as built.

Robert L. Moser  
ROBERT L. MOSER



STATE OF KANSAS )  
                          )SS.:  
COUNTY OF SEDGWICK )

Robert L. Moser, being of legal age and duly sworn, states and says:

That he executed the above and foregoing Engineer's Certificate and that all of the facts and allegations contained therein are true and correct.

Robert L. Moser  
ROBERT L. MOSER

SUBSCRIBED AND SWORN TO before me this 17<sup>th</sup> day of March, 1983.

Julia A. Shanline  
Notary Public  
Julia A. Shanline  
(Type Name of Notary)



My Appt. Expires:  
12-11-84

OF KANSAS  
WICK COUNTY  
D FOR RECORD

JUL 27 1983

NO. 6 48701  
BETTE F. McCART  
REGISTER OF DEEDS

FILM 599 PAGE 375

THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF OAK CLIFF, A CONDOMINIUM

THIS THIRD AMENDMENT, made this 27th day of July, 1983,  
by GAYLAN W. NETT, JR. and MELODY S. NETT, his wife, GAYLAN W. NETT,  
SR. and LINDA S. NETT, his wife.

WHEREAS, the Declarants find it necessary and appropriate to  
amend the Declaration of Oak Cliff, a condominium, which was filed  
at Film 544 at Page 1406 in the Office of the Register of Deeds of  
Sedgwick County, Kansas on September 15, 1982, and to which there  
was added a First Amendment, which was filed at Film 544, Page 1436  
on September 15, 1982, and a Second Amendment was filed at Film 576,  
Page 1302 on April 8, 1983, and

WHEREAS, the Declarants hereby expand the condominium to  
include the following described land, to-wit:

Lot 19, Block 1, Oak Cliff Estates, Second  
Addition to Wichita, Sedgwick County, Kansas,

AND

Lot 20, Block 1, Oak Cliff Estates, Second  
Addition to Wichita, Sedgwick County, Kansas, and

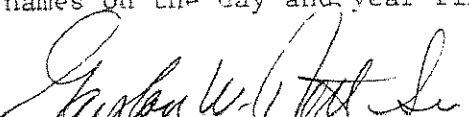
The Declarants further state and allege that the above described  
real property is within that real property described in paragraph  
21, page 9 of the original Declaration, above referred to, as land  
which, at Declarant's option, might be included and submitted within  
the said Condominium by an appropriate amendment expanding the said  
Condominium, and causing the properties first above described to  
become a part of Oak Cliff Condominiums, as provided by law.

The lands first above described are not to be considered as  
convertible land, but as land upon which there has been constructed  
condominiums, which are described as, respectively, Building No. 6,  
containing units numbered 601, 602, 603 and 604, with a street  
address of 10524 Texas, on the property first above described, and  
Building No. 7, containing units numbered 701, 702, 703 and 704,  
with a street address of 10604 Texas, has been constructed on the  
property last above described (Lot 20, Block 1), and the floor plans  
for both buildings and the units contained therein are the same as  
Exhibits B, C and D attached to the original Declaration.

Also attached to this Amendment is the Engineer's As-Built  
Certificate for Buildings 6 and 7, and the units contained therein,  
and the same are identified as Exhibit B, attached hereto.

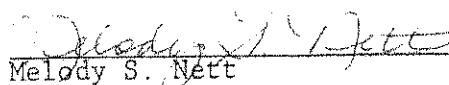
Also attached hereto and made a part hereof as Exhibit A is the  
Engineer's Survey, showing the location of the buildings on said  
Lots 19 and 20.

IN TESTIMONY WHEREOF, the parties hereto have signed their  
names on the day and year first above written.

  
Gaylan W. Nett, Sr.

  
Gaylan W. Nett, Jr.

  
Linda S. Nett

  
Melody S. Nett

OAK CLIFF OWNER'S ASSOCIATION, INC., Board of Directors. The undersigned being all of the members of the Board of Directors

Gaylan W. Nett, Sr.  
Gaylan W. Nett, Sr., Director

Gaylan W. Nett, Jr.  
Gaylan W. Nett, Jr., Director

Linda S. Nett  
Linda S. Nett, Director

Melody S. Nett  
Melody S. Nett, Director

ACCEPTANCE AND RATIFICATION

The undersigned, being the mortgagee on the realty above converted, and taken into the said condominium, accepts and hereby ratifies the above amendment.

Dated this 22nd day of July, 1983.

FOURTH NATIONAL BANK & TRUST OF WICHITA, WICHITA, KANSAS

By: [Signature]  
Its: Assistant Vice President

STATE OF KANSAS )  
                          ) SS.:  
COUNTY OF SEDGWICK )

On this 22nd day of July, 1983, before me, the undersigned notary public, in and for said county and state, did personally appear Gaylan W. Nett, Jr. and Melody S. Nett, his wife, Gaylan W. Nett, Sr. and Linda S. Nett, his wife, and acknowledged to me that they did sign their names to the above and foregoing instrument, and that the signing of the same was their free act and deed, for the purposes and consideration therein expressed.

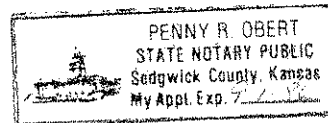
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year first above written.

[Signature]  
Notary Public

My Appointment Expires:

9-1-86

STATE OF KANSAS )  
                          ) SS.:  
COUNTY OF SEDGWICK )



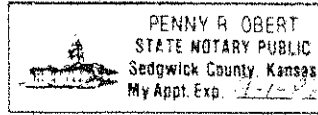
On this 22nd day of July, 1983, before me, the undersigned notary public, in and for said county and state, did personally appear Gaylan W. Nett, Jr., Melody S. Nett, his wife, Gaylan W. Nett, Sr. and Linda S. Nett, his wife, being all of the Board of Directors of the Oak Cliff Owner's Association, Inc., and that as the Directors such Association, they executed and acknowledged to me that they did sign and execute the above and foregoing instrument, and that the signing of the same was all of their free and voluntary act and deed on behalf of the Corporation for the purposes of consideration ther expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal, on the day and year first above written.

Penny R. Obert  
Notary Public

My Appointment Expires:

9-1-86



STATE OF KANSAS )  
                          ) SS.:  
COUNTY OF SEDGWICK )

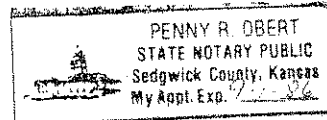
On this 22nd day of July, 1983, before me, the undersigned notary public, in and for said county and state, personally came John C. Pearson as Vice President of the Fourt National Bank and Trust of Wichita, Wichita, Kansas, the mortgagee herein, and acknowledged to me that he did sign his name to the above and foregoing instrument on behalf of the said corporation, and that the signing of the same was the free act and deed of the said corporation for the purposes and consideration therein expres

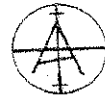
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Penny R. Obert  
Notary Public

My Appointment Expires:

9-1-86





Donn C. Armstrong

PROFESSIONAL LAND SURVEYOR

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS

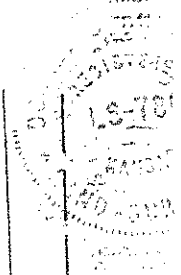
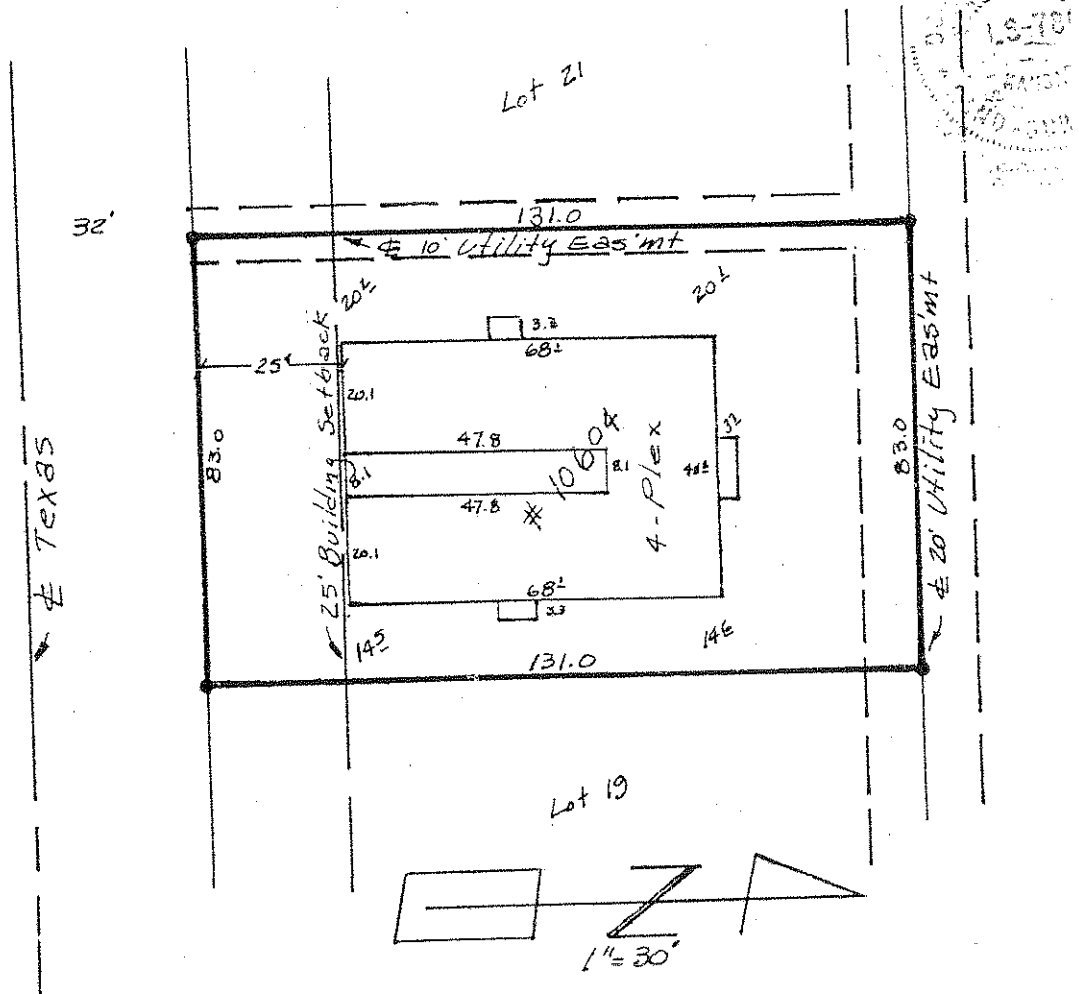
945 N. PINECRE  
WICHITA, KS 6720  
1-316-263-006

I, DONALD C. ARMSTRONG, A REGISTERED LAND SURVEYOR IN SAID STATE AND COUNTY DO HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED THE FOLLOWING: LOT 20, BLOCK 1, OAK CLIFF ESTATES 2ND ADDITION TO WICHITA SEDGWICK COUNTY, KANSAS. ON SAID LOT IS BUILDING NUMBER 10604 WEST TEXAS WHICH IS CLEAR OF ALL BOUNDARY, EASEMENT AND SETBACK LINES. THERE ARE NO ENCROACHMENTS ON SAID LOT BY BUILDINGS ON ADJACENT LOTS.

THE ACCOMPANYING SKETCH IS A TRUE AND CORRECT EXHIBIT OF SAID SURVEY.

DATE OF SURVEY: JULY 20, 1983

*Donald C. Armstrong*  
DONALD C. ARMSTRONG R.L.S. #780





C. Armstrong

PROFESSIONAL LAND SURVEYOR

945 N. PINECREST  
WICHITA, KS 67208  
1-316-263-0082

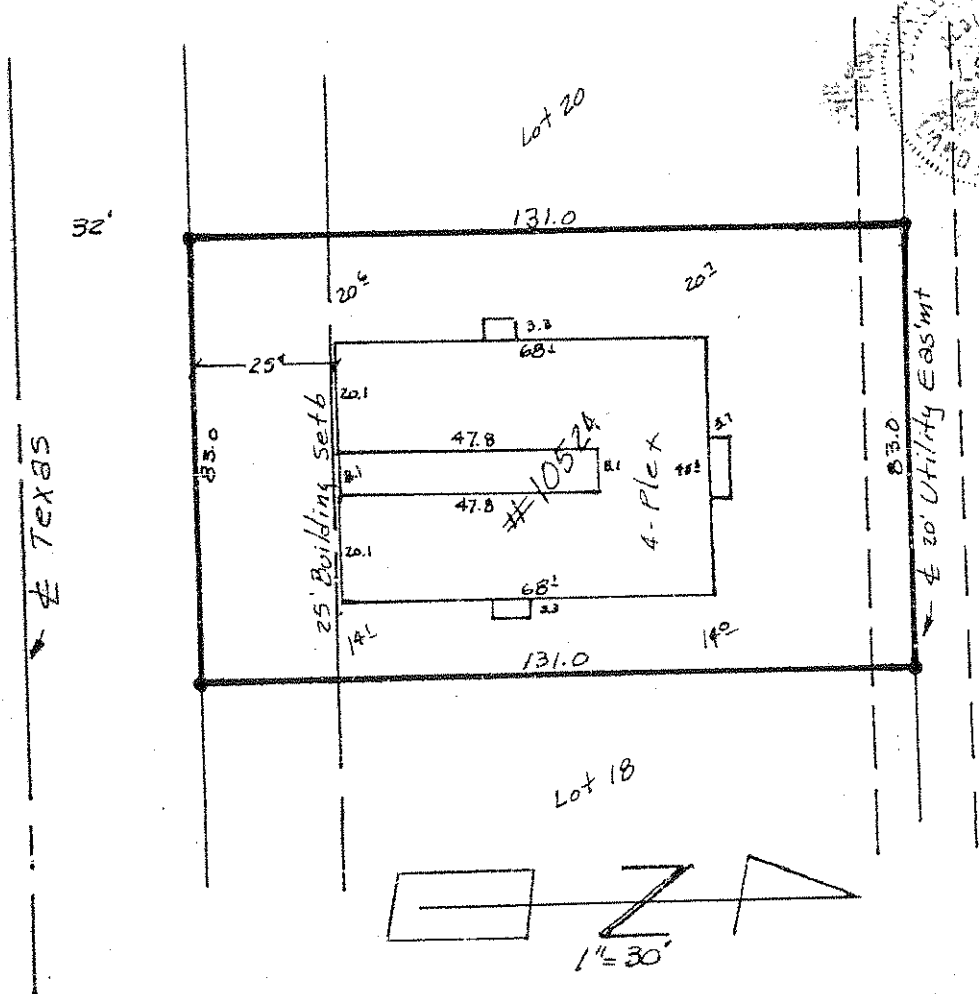
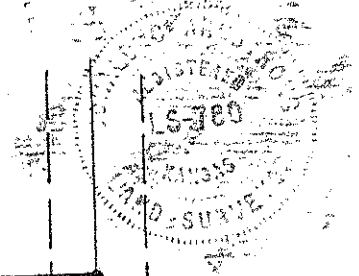
STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS

DONALD C. ARMSTRONG, A REGISTERED LAND SURVEYOR IN SAID STATE AND COUNTY DO HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED THE FOLLOWING: LOT 19, BLOCK 1, OAK CLIFF ESTATES 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS. ON SAID LOT IS BUILDING NUMBER 10524 WEST TEXAS WHICH IS CLEAR OF ALL BOUNDARY, EASEMENT AND SETBACK LINES. THERE ARE NO ENCROACHMENTS ON SAID LOT BY BUILDINGS ON ADJACENT LOTS.

THE ACCOMPANYING SKETCH IS A TRUE AND CORRECT EXHIBIT OF SAID SURVEY.

DATE OF SURVEY: JULY 20, 1983

*Donald C. Armstrong*  
DONALD C. ARMSTRONG R.L.S. #780

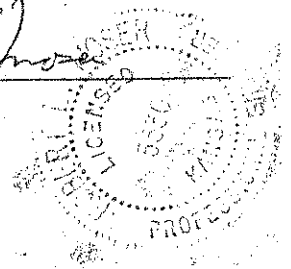


ENGINEER'S CERTIFICATE

I, the undersigned, a licensed Professional Engineer, in the State of Kansas, hereby certify that the floor plans, filed with the City of Wichita and the building permits issued thereon on (see below \*) and filed with the Declaration, full and accurately depict the layout, location, residence number and dimension of the Units Nos. 601, 602, 603 and 604 in Building No. 6, more commonly known as 10524 Texas, and the Units Nos. 701, 702, 703 and 704 in Building No. 7, more commonly known as 10604 Texas, Wichita, Kansas, all in Oak Cliff Condominium as built.

\* Building 6 - March 17, 1983  
Building 7 - May 5, 1983

*Robert L. Moser*  
ROBERT L. MOSER



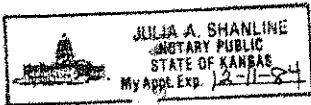
STATE OF KANSAS        )  
                                  ) SS.:  
COUNTY OF SEDGWICK )

Robert L. Moser, being of legal age and duly sworn, states and says:

That he executed the above and foregoing Engineer's Certificate and that all of the facts and allegations contained therein are true and correct.

*Robert L. Moser*  
ROBERT L. MOSER

SUBSCRIBED AND SWORN TO before me this 22nd day of July, 1983.



*Julia A. Shanline*  
NOTARY PUBLIC

Julia A. Shanline  
(Type Name of Notary)

My Appointment Expires:

12-11-84

FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF OAK CLIFF, A CONDOMINIUM

FILM 676 PAGE 1003

THIS FOURTH AMENDMENT, made this 21st day of November, 1983, by Oak Cliff Owner's Association, Inc., a Kansas Corporation, being the association of apartment owners as set forth in K.S.A. 58-3101, et seq. and any amendments thereto, and thereby having certain duties and responsibilities affecting the following described property, to wit:

Lots 14, 15, 16, 17, 18, 19, and 20, Block 1, Oak Cliff Estates,  
Second Addition to Wichita, Sedgwick County, Kansas.

does hereby amend the declaration filed on the 15th day of September, 1982 at File 544, Page 1406 in the Office of the Register of Deeds of Sedgwick County, Kansas, and to which there was added a First Amendment, which was filed at Film 544, Page 1436 on the 15th day of September, 1982 and a Second Amendment, which was filed at Film 576, Page 1302 on the 8th day of April, 1983 and to which there was added a Third Amendment, which was filed at Film 599, Page 375 on the 27th day of July, 1983, such amendments as follows:

1. Section 17 (a) shall be and is hereby amended by adding a fourth paragraph to read as follows:

4. Any deductible amount of any insurance coverage thus provided by the Board of Directors shall be paid by the member whose apartment has been damaged or destroyed by casualty. However, if more than one apartment should be damaged or destroyed by one common casualty, or if damage is done to the exterior of the condominium, such deductible amount shall be paid by the Association.

2. Section 17 shall be and is hereby amended by adding a fifth paragraph to read as follows:

5. It shall be the individual responsibility of each owner of an apartment at his own expense to provide, as he sees fit, title insurance on his individual residence, homeowners liability insurance, theft and other insurance covering improvements, betterments and personal property damage and loss.

3. Section 20 (a) shall be and is hereby amended by adding a fourth paragraph to read as follows:

4. An apartment owner who has met all the above provisions shall be required to provide a copy of the Association By-laws, Declaration, and Administrative Regulations to his purchaser upon closing the transaction.

4. Section 23 shall be and is hereby amended by deleting the number 75% and replacing it with the number 66 2/3%.

5. A Section number 27 shall be added to the Declaration to read as follows:

27. The Association shall by a three-fourths vote of the Board of Directors have the power to levy fines up to and including \$100.00 against any owner who has breached or continues to breach any of the provisions of this declaration or by-laws of the Association, providing the owner has received written notice of the existence of the violation, cite relevant clauses of the by-laws, and contain a reasonable time for abatement. Should a fine be levied, such fine shall constitute a lien against the residence owned by such owner until such time it has been paid and in the event of failure or refusal to pay the same by the owner, such lien may be foreclosed as are mechanic's liens in the State of Kansas.

6. A Section number 28 shall be added to the Declaration to read as follows:

28. Neither the Association nor any member thereof shall be responsible or liable for any loss or damage whatsoever to any owner or any person or persons whomsoever for any error or defect in any structure

2  
Sharon Myers #1  
10504 Texas

which may or may not be shown on any plans or specifications or any plot or grading plan or on any structure or part or portion thereof, nor for any work done in accordance with any such plans, specifications or plan, nor for any error or defect, nor for any act or omission, nor for creating or maintaining subject or adjoining property, nor in connection with any other matter whether or not the same was or was not submitted to or approved by the Association or any member thereof.

7. Section 12 shall be and is hereby amended by adding two additional paragraphs to read as follows:

Each original owner shall pay an original charge of \$100.00 to the Association to be used as an operating fund for the Association.

The Board of Directors of the Association shall have the authority to establish and fix a special assessment upon any residence site to secure the liability of the owner of such residence site to the Association for any breach by such owner of any of the provisions of these declarations, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner as provided in Section 27 below. Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association.

8. Exhibit "G", Article 1, Paragraph 2 shall be and is hereby deleted and the following substituted thereof:

2. OFFICE. The office of the Association shall be located at the residence of the current Secretary of the Association.

9. Exhibit "G", Article 2, Paragraph 2 shall be and is hereby amended by deleting sentence number 2 of the paragraph and the following substituted thereof:

After that time, the annual members' meeting shall be held during the month of August at such time and place as designated by the President of the Association. The purpose of the annual members' meeting shall be to elect directors and transact such other business as authorized by the members.

10. Exhibit "G", Article VI, Paragraph 1 c. shall be and is hereby amended to delete the word "not" in the last sentence thereof.

11. Exhibit "G", Article VI, Paragraph 1 d. shall be and is hereby deleted and the following substituted thereof:

d. Acceleration of Assessment, Installments Upon Default

Thirty days after any general assessments or special assessment shall be due and payable if unpaid or otherwise not satisfied, the same shall become delinquent and shall so continue until the penalties and interest as herein provided have been fully paid or otherwise satisfied. If a member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessments upon notice thereof to the member and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than 10 days after delivery to the member or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall occur first. Interest on delinquent assessments shall be 10% per annum from the date of delinquency until paid.

12. Exhibit "G", Article VI, Paragraph 1 e. shall be and is hereby deleted and the following is substituted thereof:

e. Special Assessments. Special assessments for common expenses and emergencies may be levied against the members of the Association at any annual meeting or special meeting of the Association at which fifty-one percent (51%) or more of the entire vote of the Association is represented, if the amount does not exceed fifty



FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OAK CLIFF, A CONDOMINIUM

THIS FIFTH AMENDMENT, made this 27th day of April, 1999 by Oak Cliff Owner's Association, Inc., a Kansas Corporation, being the association of apartment owners as set forth in K.S.A. 58-3101, et seq. and any amendments thereto, and thereby having certain duties and responsibilities affecting the following described property, to wit:

Lots 14, 15, 16, 17, 18, 19, and 20, Block 1, Oak Cliff Estates, Second Addition to Wichita, Sedgwick County, Kansas.

does hereby amend the declaration filed on the 15th day of September, 1982 at File 544, page 1406 in the Office of the Register of Deeds of Sedgwick County, Kansas, and to which there was added a First Amendment, which was filed at Film 544, Page 1438 on the 15th day of September, 1982 and a Second Amendment, which was filed at Film 578, Page 1302 on the 8th day of April, 1983 and a Third Amendment which was filed at Film 599, Page 375 on the 27th day of July, 1983, and to which there was added a Fourth Amendment, which was filed at Film 676, page 1003 on the 9th day of August 1984, such amendments as follows:

- 1. With respect to each apartment which changes ownership after the date of the filing of these amended and restated declarations, other than by devise (through the provisions of a will) or Intestate succession (passes under State law if there is no will), the following rules shall apply:

Entire apartments only may be leased for periods of not less than sixty (60) days nor more than one (1) year at a time and the only occupants of such leased apartments shall be the lessee, and such lessee's visitors and guests. No rooms may be rented and no transient tenants may be accommodated. Between each letting of an apartment, whether to the same or a different tenant, a period of six (6) months must elapse, before the owner thereof may again relet the same and such owner shall not be entitled to receive, directly or indirectly, any compensation from any occupant of such apartment during said six (6) month period. It is the intention of this provision that the rental of apartments, as a business, be discouraged and that such renting be permitted only if the owner of the applicable apartment is unable to occupy the same for a temporary period of time; provided, however, in the event an owner is temporarily transferred out of the City of Wichita for a period in excess of one (1) year or if an owner is permanently transferred out of the City of Wichita and can not sell such owner's unit because of a depressed market, the board of Directors, by a 2/3's majority vote may extend the period in which such owner may lease his or her unit.



Don Henry Deputy

IN WITNESS WHEREOF, Oak Cliff Owner's Association, Inc., has hereunto caused this amendment to Declaration of Covenants, Conditions, and Restrictions of Oak Cliff, A Condominium to be executed this 27th day of April, 1999.

OAK CLIFF OWNER'S ASSOCIATION, INC.

STATE OF KANSAS } ss SEDGWICK COUNTY }

APR 30 12 08 PM '99

By: Seldon Anderson, Pres. Seldon Anderson, President

BILL MEEK REGISTER OF DEEDS

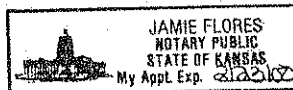
STATE OF KANSAS ) ) ss: SEDGWICK COUNTY )

Be it remembered that on this 27th day of April, 1999, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Seldon Anderson, President of Oak Cliff Owner's Association, Inc., who is personally know to me to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said Corporation.

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

Jamie Flores NOTARY PUBLIC

My Commission Expires: 2/23/00



Return to : Key Management Company 125 N. Market Suite 1510 Wichita, Ks. 67202