

MICROFILMED  
OF RECORD

~~FILM 541 PAGE 319~~

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
AUG 24 1982

DECLARATION

~~FILM 542 PAGE 360~~

NO. 5 34815  
BETTE F. McCART  
REGISTER OF DEEDS

OF

OAK CLIFF, A CONDOMINIUM

FILM 544 PAGE 1406

*Pat Kettles Deputy*

THIS DECLARATION, made this 10<sup>th</sup> day of August, 1982, by GAYLAN W. NETT, JR. and MELODY NETT, Husband and Wife, GAYLAN W. NETT, SR. and LINDA S. NETT, Husband and Wife, and NORMAN L. SHARP and PHILLIS J. SHARP, Husband and Wife, is made for the purpose of submitting the hereinafter described real property to the provisions of the Apartment Ownership Act of Kansas as set forth in K.S.A. 58-3101, et seq. and any amendments thereto.

1. DESCRIPTION OF LAND. The description of the real property, the subject matter of this Declaration, is as follows, to-wit:

Estates

Lots 14, 15, 16 and 17, Block 1, Oak Cliff/Second Addition to Wichita, Sedgwick County, Kansas.

A plat of survey of said real property is attached hereto as Exhibit "A".

2. DESCRIPTION OF CONDOMINIUM UNITS. There are a total of two buildings which will be located on the above described real property, originally, each building containing four condominium units. The buildings are designated as Buildings 1 and 2 and are situated as shown on Exhibit "A". Each condominium unit has been given an apartment number and a particular description of each condominium unit is identified as apartment number, as follows:

Unit No. 101 - In Building No. 1, consisting of a total of 1,436 square feet on three levels. On the main level it has a dining area, kitchen, half bath and a living room. On the lower level it has mechanical and utility area and unfinished space for a family room or a finished family room. On the upper level there are two (2) bedrooms, a full bath and appropriate closet space, and all as shown on the floor plans attached hereto as Exhibit "B", "C" and "D".

Unit No. 102. - Consists of a condominium unit in Building No. 1, the description of which would be identical with Apartment No. 101, except containing 1,369 square feet.

Unit No. 103 - Consists of a condominium unit in Building No. 1, the description of which would be identical to Apartment No. 101.

Unit No. 104 - Consists of a condominium unit in Building No. 1, the description of which would be identical with Apartment No. 102.

*Refile*  
STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
SEP 15 1982

5 97570

BETTE F. McCART  
REGISTER OF DEEDS

*Pat Kettles Deputy*

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
AUG 27 1982

5 95199

BETTE F. McCART  
REGISTER OF DEEDS

*Pat Kettles Deputy*

MICROFILMED  
OF RECORD

*Refile 3400 SEC*

*3300*

*3300*

*Greg Davis*  
*3000*

Unit No. 201 - Consists of a condominium unit in Building 2, the description of which would be identical with Apartment No. 101.

Unit No. 202 - Consists of a condominium unit in Building 2, the description of which would be identical with Apartment No. 102.

Unit No. 203 - Consists of a condominium unit in Building 2, the description of which would be identical with Apartment No. 101.

Unit No. 204 - Consists of a condominium unit in Building 2, the description of which would be identical with Apartment No. 102.

A condominium unit shall consist of all area and space located within the boundaries of the walls, floors and ceilings comprising that particular condominium unit, and to that extent, all doors and windows therein and all lath, wallboard, plaster-board, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of such condominium unit, while all other portions of such walls, floors and ceilings shall be deemed a part of the common areas and facilities.

All condominium units shall have access to common areas adjoining said individual condominium units.

3. CONDOMINIUM UNIT OWNERS' ASSOCIATION. Each condominium unit owner shall automatically become a member of the Oak Cliff Condominium Owner's Association and shall be bound by the bylaws and rules and regulations of said association. Said Condominium Unit Owner's Association shall hereinafter be referred to as the "Association". A copy of said bylaws is attached hereto marked Exhibit "G".

4. DESCRIPTION OF COMMON AREAS AND FACILITIES. Common areas and facilities shall mean and include the following:

- a. The land described under paragraph 1 herein, including the land on which Buildings 1 and 2 are located.
- b. The foundations, columns, girders, beams, supports, main walls and roofs.
- c. All installations of central services such as water sewerage, heating and air conditioning for common areas, and exterior lighting.
- d. The drives, yards, gardens, walks, parking spaces, driveways located upon the land described under Paragraph 1 herof, except as limited by the following paragraphs.

5. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES. Limited common areas and facilities shall mean those common areas and facilities reserved for the use of certain condominium unit owners to the exclusion of other condominium unit owners and shall include the following:

- a. The patios and porches adjacent to and affixed to the buildings the use of which patios and porches shall be reserved to the contiguous condominium unit.
- b. All courtyards and driveways adjacent to the buldings, the use of which courtyards and driveways shall be reserved to the contiguous condominium unit.
- c. Garages assigned to the use of certain condominium units.

6. OWNERSHIP OF COMMON AREAS AND FACILITIES. Each condominium unit shall have attributed to it a fractional ownership in the common areas and facilities with one as its numerator and a number equal to the total number of condominium units included in the condominium project as its denominator. The fractional ownership in the common areas and facilities shall not be altered unless additional condominium units are constructed pursuant to paragraph 16 below. In such event, the fractional ownership in the common areas and facilities shall be reallocated upon the same basis as hereinbefore stated. At the present time the undivided interest in the common areas and facilities appertaining to each condominium unit and its owners for all purposes, including voting is an undivided 1/8 interest. The common areas and facilities shall remain undivided and no condominium unit owner, or any other person, shall bring any action for partition or division of any part thereof unless the property has been removed from this Declaration as hereinafter provided except that the fractional ownership of common areas and facilities shall be diminished as conversions of convertible land are accomplished as hereafter set out.

7. USE OF COMMON AREAS AND FACILITIES. Each condominium unit owner may use the common areas and facilities without hindering or encroaching upon the lawful rights of the other condominium unit owners. The use of said common areas and facilities may be regulated by the Association.

8. USE OF LIMITED COMMON AREAS AND FACILITIES. Each condominium unit owner to whom the use of a common area or facility is reserved may use the same without hindering or encroaching upon the lawful rights of the other condominium unit owners to whom the use of said limited common areas and facilities may be similarly reserved. The use of said limited common areas and facilities may be regulated by the Association.

9. MAINTENANCE AND REPAIR OF COMMON AREAS AND FACILITIES. The necessary work of maintenance, repair and replacement of common areas and facilities and the making of any additions or improvements thereto shall be discharged by the Association pursuant to the terms of this Declaration, the bylaws of said Association, and any rules or regulations duly adopted by said Association. The Association shall have the irrevocable right to have access necessary for the maintenance, repair or replacement of the common areas and facilities therein or accessible therefrom, or for making emergency repairs thereon necessary to prevent damage to the common areas and facilities or to another condominium unit. Such right may be exercised by the authorized designee of

the Association.

10. COMMON EXPENSES. Common expenses means and includes the following:

- a. Expenses incurred by the Association in the maintenance, repair and replacement of common areas and facilities.
- b. Expenses incurred by the Association for the payment of insurance premiums as hereinafter provided.
- c. Expenses incurred by the Association for heating, cooling and lighting of common areas.
- d. Expenses incurred by the Association for electric utility charges.
- e. All other expenses agreed upon as common expenses by the Association.

11. COMMON PROFITS. Common profits means the balance of all income, rents, profits and revenues from the common areas and facilities after the deduction of common expenses.

12. ASSESSMENT AND COLLECTION FOR COMMON EXPENSES. The common expenses as hereinbefore defined shall be assessed by the Association against the condominium unit owners according to the fractional ownership of the undivided interest in the common areas and facilities attributed to each condominium unit. The Association is authorized to make annual estimates of the common expenses and to collect said expenses in advance pursuant to its bylaws and rules and regulations.

13. DISTRIBUTION OF COMMON PROFITS. The common profits as hereinbefore defined shall be distributed to the condominium unit owners according to the fractional ownership of the undivided interest in the common areas and facilities attributed to each condominium unit.

14. LIENS FOR COMMON EXPENSES. All sums assessed by the Association as common expenses shall constitute a lien on the condominium unit so assessed prior to all other liens except (a) tax liens on the unit in favor of any assessing unit or special district, and (b) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by the Association in like manner as a mortgage on real property. In any such foreclosure the condominium unit owner shall be required to pay a reasonable rental for the condominium unit and the Association shall be entitled to the appointment of a receiver for the collection of said rental.

15. LIABILITY OF THIRD PARTY FOR COMMON EXPENSES. When a purchaser of a condominium unit acquires title as the result of a mortgage foreclosure, such purchaser shall not be liable for the share of the common expenses chargeable to such unit which became due prior to the acquisition of title to said unit by such purchaser. Said unpaid share of common expenses shall be deemed to be common expenses collectible from all of the condominium unit owners including such purchaser.

In a voluntary conveyance the grantee of a condominium unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter 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; however, any grantee shall be entitled to a statement from the Association 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.

16. CONVERTIBLE LAND. The real property described under paragraph 1 hereof contains convertible land which is legally described as follows, to-wit:

All of Lot 16 and 17 of Block 1, Oak Cliff Second Addition, Wichita, Sedgwick County, Kansas.

The convertible land described herein is shown as the shaded area on Exhibit "E".

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.

At the time that any such conversion or conversions are accomplished as herein set out, the fractional ownership of each of the unit owners for each of the units owned, in the common areas shall be diminished so that the fractional ownership shall always be the same number as the number of units in the condominium. Thus at all times each unit shall have and represent equal ownership in the common areas and facilities.

17. INSURANCE. Insurance policies shall be purchased by the Board of Directors as hereinafter specified for the benefit of the Association, the condominium unit owners and their mortgagees as their interest may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements thereon shall be deposited with the insurance trustee. Condominium unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses; provided, however, that no owner shall exercise his right to maintain insurance coverage in

such a way as to decrease the amount which the Association may realize under any insurance policy which it may have in force at any given time.

a. Coverage. The following types of coverage will be provided:

- (1) Casualty: All buildings and improvements located upon the real property described under paragraph 1 hereof, together with all common areas and facilities and limited common areas and facilities, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (2) Public Liability: Public liability insurance in such amounts and with such coverage as shall be acquired by the Board of Directors of the Association, but in no event less than \$500,000.00 for any one person injured in a single occurrence and no less than \$500,000.00 property damage for a single occurrence, including, but not limited to, hired automobile and nonowner automobile coverages, and with cross liability endorsements to cover liabilities of the Association to an individual condominium unit owner. A single limit policy in the amount of \$1,000,000.00 will suffice for the above and foregoing limits.
- (3) Workmen's Compensation: Workmen's compensation insurance to meet the requirements of law.

b. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense as hereinabove provided.

c. Insurance Trustee. All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Board of Directors of the Association as insurance trustee. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes hereinafter stated and for the benefit of the condominium unit owners and their mortgagees in the following shares:

- ( ) Condominium Unit Owners. Proceeds on account of damage to common areas and facilities and/or buildings shall be held for the benefit of condominium unit owners in the following undivided shares:

- (i) On damage to common areas and facilities, and

limited common areas and facilities, an undivided share for each condominium unit owner equal to his undivided share of ownership in said common areas and facilities and limited common areas and facilities.

- (ii) On damage to buildings to be restored, an undivided share for the owner of each such damaged condominium unit in proportion to the cost of repairing the damage suffered by each condominium unit owner, which cost of repairing shall be determined by the Board of Directors of the Association.
- (2) Mortgages. In the event a mortgage endorsement has been issued as to a condominium unit, the undivided share of the condominium unit owner shall be held for the benefit of the mortgagee and the condominium unit owner as their interests may appear; provided, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired as hereinafter provided.
- d. Distribution of Proceeds. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners of said proceeds in the following manner:
  - (1) Reconstruction or Repair. If the damage for which the proceeds have been paid is to be repaired or reconstructed, the proceeds shall be paid to the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to condominium unit owners and their mortgagees being payable jointly. This is a covenant running in favor of all mortgagees of any units and may be enforced by any such mortgagee.
  - (2) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds have been or will be paid shall not be repaired or reconstructed, the proceeds shall be held by the insurance trustee for distribution as hereinafter provided.
  - (3) Records of Ownership. In making distribution to condominium unit owners and their mortgagees, the insurance trustee may rely upon the names of the condominium unit owners and their mortgagees as reflected by the records of the Association and the policy endorsements in its possession.
- e. Association as Agent. The Association is hereby irrevocably appointed agent for each beneficial owner of the condominium units and common areas and facilities to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

18. DECISION TO REPAIR OR RECONSTRUCT. If any part or all of the property subject to this Declaration shall be damaged or destroyed by casualty the same shall be reconstructed or repaired

~~FILE 544-1413~~

~~FILM 542 PAGE 367~~

unless within sixty (60) days of the date of the occurrence of the casualty a written vote of the condominium unit owners is submitted to the Board of Directors electing to remove the property from this Declaration. A three-fourths majority of condominium unit owners of record must favor removal to effect the same. In the event of removal pursuant to this paragraph, the following provisions will apply:

- a. The entire property shall be deemed to be owned in common by the condominium unit owners.
- b. The undivided interest in the property owned in common which shall appertain to each condominium unit owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities.
- c. Any liens affecting any of the condominium units shall be deemed to be transferred in accordance with the existing priorities of the percentage of the undivided interests of the condominium unit owner in the property as provided herein.
- d. The property shall be subject to an action for partition at the suit of any condominium unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance as held by the insurance trustee, shall be considered as one fund and shall be divided among all the condominium unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property after first paying out of the respective shares of the condominium unit owners, to the extent sufficient for the purpose, all liens on the undivided interest of the property owned by each condominium unit owner.

19. RESTRICTION ON USE. Each of the condominium units is intended for and restricted to use as single family residences, and said units shall be occupied only by a single family, its servants and guests. Further restrictions on the use and occupancy of condominium units and common areas and facilities may be promulgated by the Condominium Unit Owners' Association through duly adopted rules and regulations. A copy of said rules and regulations will be furnished any interested party upon request.

20. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents and thus protect the value of the condominium units, the transfer or mortgage of units by any owner, other than this declarant, shall be subject to the following provisions as long as this Declaration remains in full force and effect, or for a period of twenty-one years after the death of the first person to acquire a condominium unit, whichever event occurs first:

- a. Sale or Lease. The sale or lease of any condominium unit shall be subject to the following provisions:
  - (1) Notice to Association: A condominium unit owner intending to make a bona fide sale or lease of his unit shall give notice in writing to the Board of Directors of the Condominium Unit Owners' Association of such intention, together with the name and address of the intended purchaser or lessee, the terms of the proposed transaction, and such other information as the Board of Directors may reasonably

require.

- (2) Options of Association. Within thirty days of receipt of such notice, the Board of Directors may (i) approve the transaction in writing, (ii) fail to respond, in which event the transaction will be deemed approved, or (iii) notify the seller or lessor in writing that the Association will furnish a purchaser or lessee who will accept the transaction upon terms as favorable to the seller or lessor as the terms stated in the notice, in which event the seller or lessor must sell or lease to said substitute purchaser or lessee; except that any substituted purchaser or lessee furnished by the Association may have thirty days subsequent to the date of such notice of substitution within which to close the transaction.
- (3) Sale by Mortgagee: Should any condominium unit become subject to a first mortgage for value, the holder thereof upon becoming the owner of such interest through whatever means shall have the unqualified right to sell, lease or otherwise dispose of said interest and the fee ownership of said condominium unit without offer to the Association, notwithstanding the above provisions, but the seller shall otherwise sell and the purchaser or lessee shall take subject to this Declaration.
- b. Mortgage. Any owner may mortgage his condominium unit and all interest therein to its former owner, a bank, an insurance company, a savings and loan association or a corporation or partnership acting as a mortgage broker whose primary interest in making any such mortgage is the placement and servicing of same with and on behalf of one of such other aforesaid qualified lending institutions. A mortgage to any lending institution other than described above shall require the prior approval of the Board of Directors of the Association, which approval may be upon conditions determined by the Board or may be arbitrarily withheld.
- c. Voidable Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be voidable by the Board of Directors of the Association unless subsequently approved by the Board. In order to void said transaction, the Board of Directors shall within thirty days of the date of the recordation of any conveyance in violation of this provision, file notice in the office of the Register of Deeds of Sedgwick County, Kansas, of their voiding of said transaction. If notice is not filed, such transaction is deemed to be approved.

21. The Declarants hereby reserve unto themselves the option to be exercised at its sole discretion to submit the following described real property to the provisions of this Declaration, to-wit:

All of Block 1, in Oak Cliff Second Addition to Wichita, Sedgwick County, Kansas, except Lots 14, 15, 16 and 17;

and thereby cause the same to become a part of Oak Cliff Condominiums.

This option may be exercised by the Declarant only upon the execution by and to an amendment to this Declaration which should be filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas not later than seven years from the date hereof. Any such amendment shall expressly submit the above described real property or any part thereof to all of the conditions to this Declaration and the Bylaws of the Association, a copy of which is attached hereto as Exhibit "G" and by reference made a part hereof as either or both may then be amended. Upon the exercise, if any of this option, the provisions of this Declaration shall then be understood and construed as embracing the property originally described herein with the property last described, together with all improvements then constructed or to be constructed thereon. Should this option be exercised within the terms specified, it shall in all respects expire and be of no further force or effect. In such event, the Declarant shall not be obligated to impose on the last described property any covenants, conditions or restrictions, the same as or similar to those contained herein.

There shall exist within the land last described when it is brought into the condominium and submitted to this Declaration certain convertible lands which will be described in the amendment expanding the condominium to include the land last described, and such convertible land shall be under the same terms and conditions as set out in regard to the land originally comprising this condominium.

22. The Declarants hereby reserve unto themselves the option to be exercised at its sole discretion to submit the following described real property to the provisions of this Declaration, to-wit:

All of Block 2, in Oak Cliff Second Addition to  
Wichita, Sedgwick County, Kansas;

and thereby cause the same to become a part of Oak Cliff Condominiums. This option may be exercised by the Declarant only upon the execution by and to an amendment to this Declaration which should be filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas not later than seven years from the date hereof. Any such amendment shall expressly submit the above described real property or any part thereof to all of the conditions to this Declaration and the Bylaws of the Association, a copy of which is attached hereto as Exhibit "G" and by reference made a part hereof as either or both may then be amended. Upon the exercise, if any of this option, the provisions of this Declaration shall then be understood and construed as embracing the property originally described herein with the property last described, together with all improvements then constructed or to be constructed thereon. Should this option be exercised within the terms specified, it shall in all respects expire and be of no further force or effect. In such event, the Declarant shall not be obligated to impose on the last described property any covenants, conditions or restrictions, the same as or similar to those contained herein.

There shall exist within the land last described when it is brought into the condominium and submitted to this Declaration certain convertible lands which will be described in the amendment expanding the condominium to include the land last described, and such convertible land shall be under the same terms and conditions as set out in regard to the land originally comprising this condominium.

23. AMENDMENT. This Declaration may be amended when approved by members entitled to cast more than 75% of the votes in the Association at a meeting of the members duly called and held for that purpose and it shall become effective upon the filing with the office of the Register of Deeds of Sedgwick County, Kansas, of an instrument in writing setting forth such amendment. Provided, that no amendment shall discriminate against any condominium unit or units or against any unit owner or unit owners, nor shall any such amendment change any unit or the share of the common areas and facilities appurtenant to it, except in amendments converting convertible land or expanding the condominium, or increase any owner's share of the common expenses unless such owner or owners shall have consented thereto in writing. Provided, further, that no such amendment shall make any change in the requirements for insurance made herein or in any way affect the security interest of any mortgage holder unless the owners of all the recorded mortgages upon any part of the condominium and the condominium units shall have consented thereto in writing. Provided that an amendment converting convertible land need only be approved and executed by the Board of Directors of the Owners Association and executed by the Declarants.

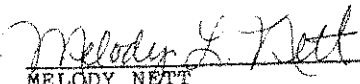
24. PROCESS. The name of the person to receive service of process is Gaylan W. Nett, Sr. at 1629 South Meridian in Wichita, Kansas 67213.

25. REMOVAL. The property may be removed from the provisions of the Apartment Ownership Act of Kansas by an instrument to that effect duly executed by all of the condominium unit owners and recorded in the office of the Register of Deeds of Sedgwick County, Kansas, provided that the holders of all liens affecting any of the condominium units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interests of the condominium unit owner as hereinafter provided. Upon such removal, the property shall be deemed to be owned in common by the condominium unit owners. The undivided interest in the property owned in common which shall appertain to each condominium unit owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities. Upon such removal the Condominium Unit Owners' Association shall terminate.

26. CONSTRUCTION OF INSTRUMENT. This agreement shall be construed in accordance with the terms and provisions of the Apartment Ownership Act of Kansas and reference should be made thereto in the event of ambiguities occurring herein.

IN WITNESS WHEREOF, GAYLAN W. NETT, JR. and MELODY NETT, Husband and Wife, GAYLAN W. NETT, SR. and LINDA S. NETT, Husband and Wife, NORMAN L. SHARP and PHILLIS J. SHARP, Husband and Wife, have caused this Declaration to be executed this 10th day of August, 1982.

  
 \_\_\_\_\_  
 GAYLAN W. NETT, JR.

  
 \_\_\_\_\_  
 MELODY NETT

Gaylan W. Nett Sr.  
GAYLAN W. NETT, SR.

Linda S. Nett  
LINDA S. NETT

Norman L. Sharp  
NORMAN L. SHARP

Phyllis J. Sharp  
PHYLLIS J. SHARP

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

BE IT REMEMBERED that on this 10th day of August, 1982, before me, the undersigned, a notary public within and for said county and state, personally appeared Gaylan W. Nett, Jr. and Melody Nett, Husband and Wife, and they did acknowledge the execution of the above instrument as their true and voluntary act and deed.

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

Barbara J. Brown  
Notary Public  
BARBARA J. BROWN

My Appt./Comm. Expires:

7-5-85

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

BE IT REMEMBERED that on this 10th day of August, 1982, before me, the undersigned, a notary public within and for said county and state, personally appeared Gaylan W. Nett, Sr. and Linda S. Nett Husband and Wife, and they did acknowledge the execution of the above instrument as their true and voluntary act and deed.

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

Barbara J. Brown  
Notary Public  
BARBARA J. BROWN

My Appt./Comm. Expires:

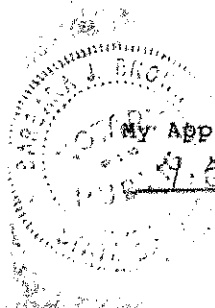
7-5-85

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

BE IT REMEMBERED that on this 10th day of August, 1982, before me, the undersigned, a notary public within and for said county and state, personally appeared Norman L. Sharp and Phillis J. Sharp, Husband and Wife, and they did acknowledge the execution of the above instrument as their true and voluntary act and deed.

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

Barbara J. Brown  
Notary Public  
BARBARA J. BROWN



My Appt./Comm. Expires:

9.5.85

CONSENT

We the undersigned, American Savings Association of Kansas, consent to and ratify the above and foregoing Declaration for Oak Cliff, a Condominium, on this the 18th day of August, in Wichita, Sedgwick County, Kansas.

AMERICAN SAVINGS ASSOCIATION  
OF KANSAS

BY: Robert G. Duff  
Robert G. Duff  
ITS: Senior Vice-President

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

BE IT REMEMBERED that on this 18th day of August, 1982, before me, the undersigned, a notary public within and for said county and state, personally appeared Robert O. Duff as Senior Vice-President of American Savings Association of Kansas, and acknowledged to me that he did sign the above and foregoing instrument and that the signing of the same was his free act and deed and the free and voluntary act and deed of said association, for the purposes and consideration expressed therein.

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



Theresa M. Martinez  
Notary Public

My Appt./Comm. Expires:

July 9, 1986

CONSENT

We the undersigned, the Fourth National Bank and Trust of Wichita, Kansas, hereby consent to and ratify the above and foregoing Declaration for Oak Cliff, a Condominium, on this the 10th day of August, in Wichita, Sedgwick County, Kansas.

FOURTH NATIONAL BANK AND TRUST

BY: [Signature]

ITS: Vice President

JD Newman

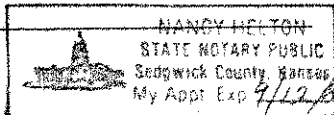
STATE OF KANSAS )  
                          ) ss:  
COUNTY OF SEDGWICK )

\* BE IT REMEMBERED that on this 10th day of August, 1982, before me, the undersigned, a notary public within and for said county and state, personally appeared J. J. Newman as Vice President of the Fourth National Bank and Trust and acknowledged to me that he did sign the above and foregoing instrument and that the signing of the same was his free act and deed and the free and voluntary act and deed of said association, for the purposes and consideration expressed therein.

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

[Signature]  
Notary Public

My Appt./Comm. Expires:



Donn C. Armstrong

PROFESSIONAL LAND SURVEYOR

1318 LAURA ST.  
WICHITA, KS 67211  
1-316-263-0082

STATE OF KANSAS  
COUNTY OF SEDGWICK

SS

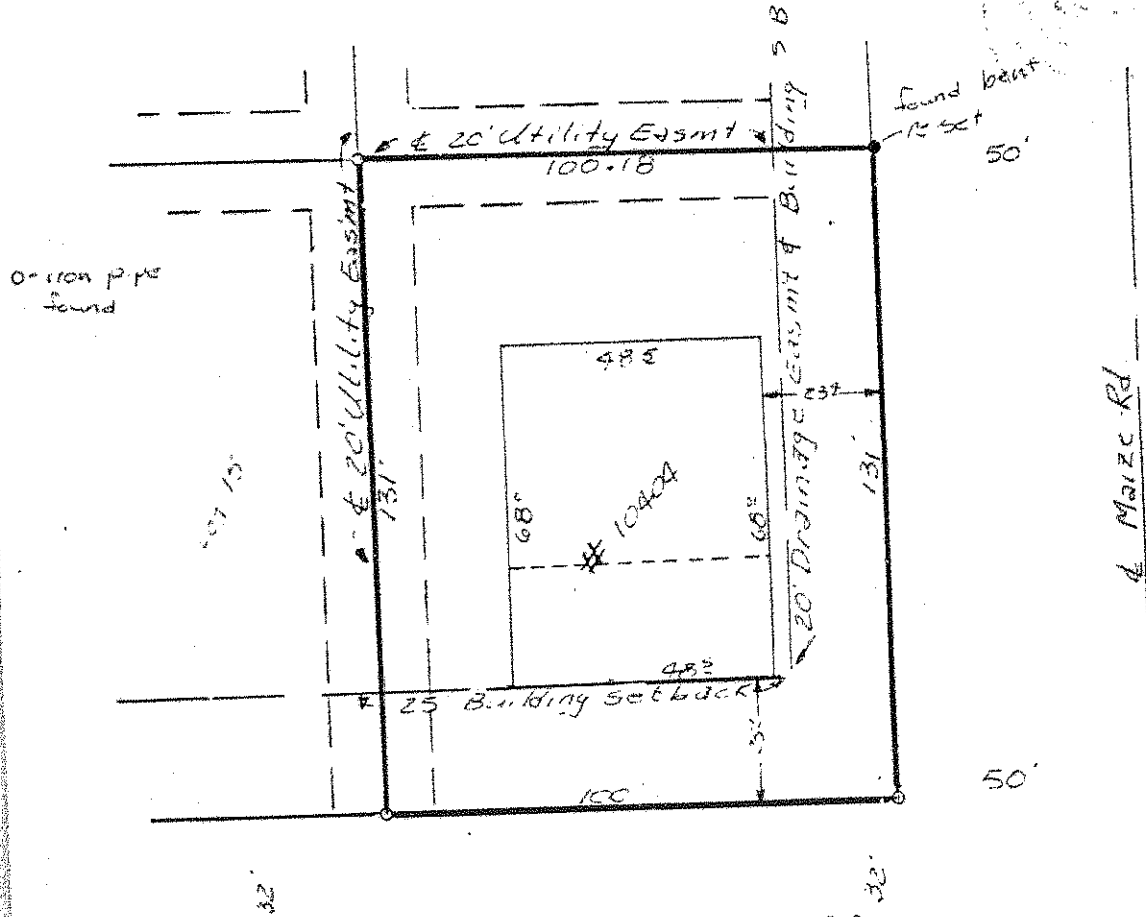
FILM 542 PAGE 374

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 14, BLOCK J, OAK CLIFF ESTATES 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS. ON SAID LOT IS BUILDING NUMBER 10404 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: AUGUST 19, 1982

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







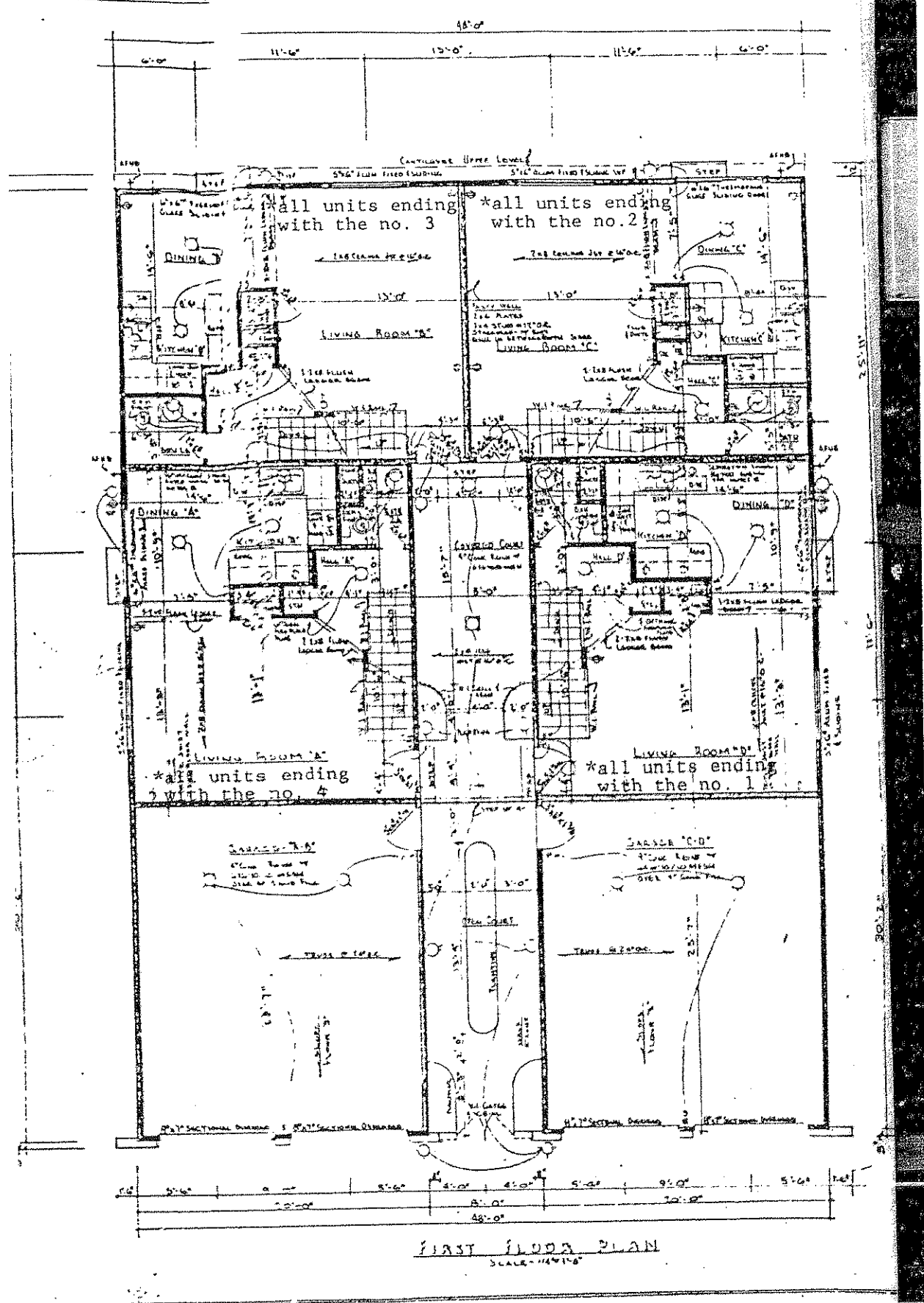
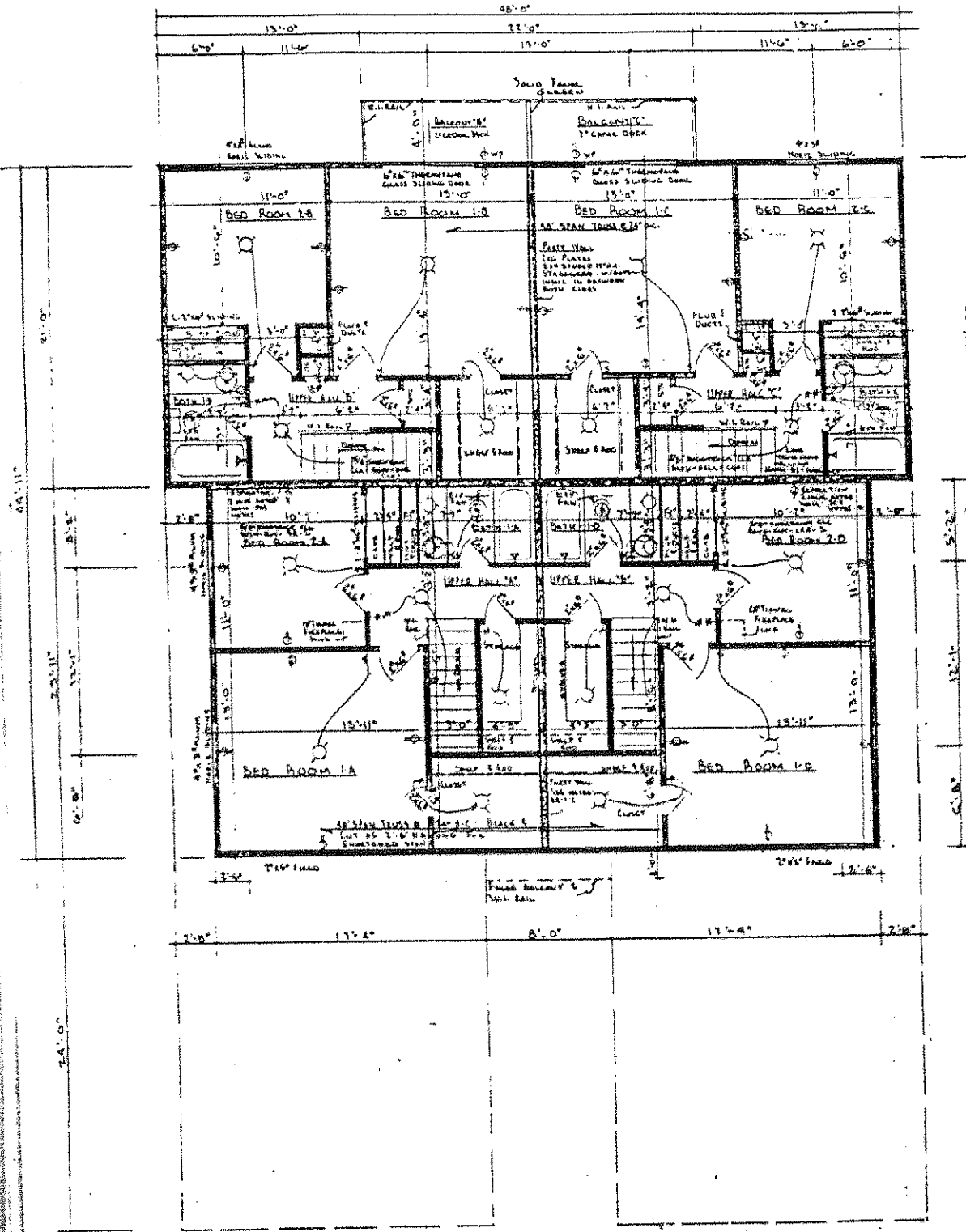


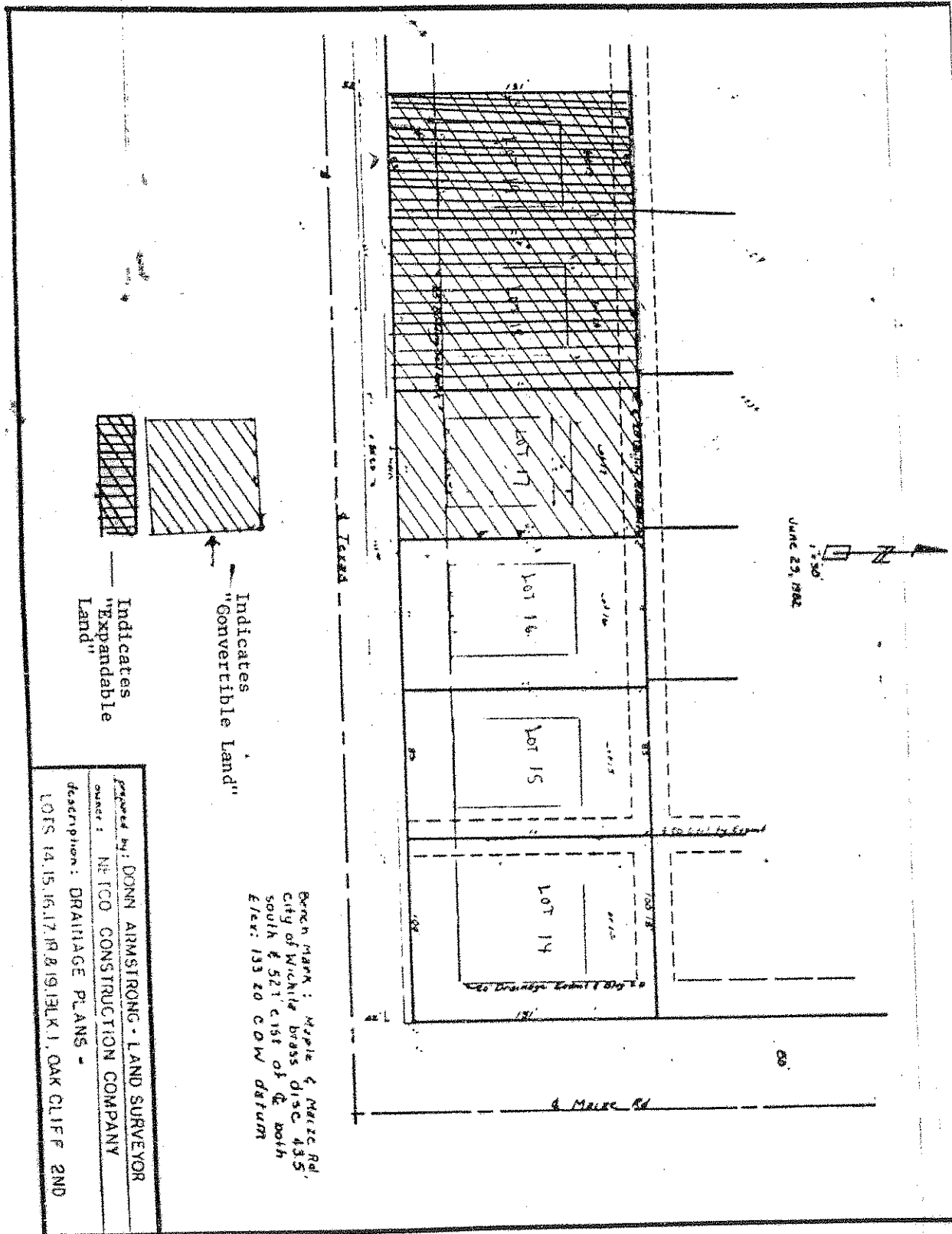
EXHIBIT "B"



SECOND FLOOR PLAN

SCALE = 1/8" = 1'-0"





Indicates  
"Convertible Land"

Indicates  
"Expandable  
Land"

Prepared by: DONN ARMSTRONG - LAND SURVEYOR  
 OWNER: NETCO CONSTRUCTION COMPANY  
 Description: DRAINAGE PLANS -  
 LOTS 14, 15, 16, 17, R. 8/19, 18/1, OAK CLIFF 2ND

BENCH MARK: Maple & Maple Rd.  
 City of Wichita Brass Disc 435  
 South & 521' East of Q. both  
 Elev: 133.20 COM datum