

PROPERTY INFORMATION PACKET

3024 E. Orme, Wichita, KS

Legal: Unit B, Building 2, in Sunnyside Village Condominium, located on a portion of Lot 2, Sunnyside Village, Wichita, Sedgwick County, Kansas, together with an undivided interest in the common areas and facilities as established in the Declaration filed on Film 2011, Page 1530, as amended.

ONLINE ONLY - Bidding Ends
Tuesday, October 12, 2021 @ 2:00 PM CDT



AUCTION DIVISION

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Kevin Howell, Auctioneer
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Property Taxes and Appraisals

3024 E ORME ST WICHITA

Property Description

Legal Description	UNIT B BLDG 2 & 1/14TH UNDIVIDED INTEREST IN COMMON AREAS & FAC. OF SUNNYSIDE VILLAGE CONDOMINIUM SITUATED ON PART OF LOT 2 SUNNYSIDE VILLAGE ADD
Owner	BISHOP CHARLES E LIV TR
Mailing Address	3024 E ORME ST WICHITA KS 67211-3036
Geo Code	C 528020006
PIN	00544734
AIN	128270110100406
Tax Unit	6702 001 WICHITA U-259
Land Use	1150 Condominium unit
Market Land Square Feet	1,780
2021 Total Acres	.04
2021 Appraisal	\$117,100
2021 Assessment	\$13,467

Residential Structure Characteristics

Year Built	2002
Bedrooms	3
Living Sq. Ft.	1,114
Full Baths	2
Half Baths	
Architectural Style	Condo
Basement Sq. Ft.	1,114
Finished Basement Sq. Ft.	557
Basement Type	Daylight - 7
Condition	AVERAGE -
More Details	View the Property Record Card for full property details

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2021	Residential	\$13,000	\$104,100	\$117,100	
2020	Residential	\$13,000	\$104,100	\$117,100	
2019	Residential	\$13,000	\$104,100	\$117,100	+4%
2018	Residential	\$16,000	\$96,570	\$112,570	+5%
2017	Residential	\$16,000	\$91,000	\$107,000	+5%
2016	Residential	\$16,000	\$85,900	\$101,900	
2015	Residential	\$16,000	\$85,900	\$101,900	
2014	Residential	\$16,000	\$85,900	\$101,900	
2013	Residential	\$16,000	\$85,900	\$101,900	-3%
2012	Residential	\$16,000	\$89,100	\$105,100	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2021	Residential	\$1,495	\$11,972	\$13,467	
2020	Residential	\$1,495	\$11,972	\$13,467	
2019	Residential	\$1,495	\$11,972	\$13,467	+4%
2018	Residential	\$1,840	\$11,106	\$12,946	+5%
2017	Residential	\$1,840	\$10,465	\$12,305	+5%
2016	Residential	\$1,840	\$9,879	\$11,719	
2015	Residential	\$1,840	\$9,879	\$11,719	
2014	Residential	\$1,840	\$9,879	\$11,719	
2013	Residential	\$1,840	\$9,879	\$11,719	-3%
2012	Residential	\$1,840	\$10,247	\$12,087	

2020 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$7.80
Totals:		\$0.00	\$0.00	\$7.80

2021 Through Payout Special Assessments

Project	Description	Begin Yr.	End Yr.	Principal	Interest	Total
6721 A	FRONT STREET PAVING -- SUNNYSIDE & LORRAINE 44789	2001	2015	\$0.00	\$0.00	\$0.00
6727 A	LATERAL SEWER -- LAT. 10, DISTRICT 1, SS#12 44546	2000	2014	\$0.00	\$0.00	\$0.00
6729 A	WATER -- WDS/SUNNYSIDE VILLAGE 44741	2001	2015	\$0.00	\$0.00	\$0.00
Totals:				\$0.00	\$0.00	\$0.00

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2020	116.599000	\$1,524.25	\$7.80	\$0.00	\$0.00	\$1,532.05	\$1,532.05	\$0.00
2019	116.788000	\$1,526.77	\$7.80	\$0.00	\$0.00	\$1,534.57	\$1,534.57	\$0.00
2018	117.213000	\$1,471.45	\$5.88	\$0.00	\$0.00	\$1,477.33	\$1,477.33	\$0.00
2017	117.293000	\$1,397.31	\$5.88	\$0.00	\$0.00	\$1,403.19	\$1,403.19	\$0.00
2016	117.201000	\$1,327.48	\$4.88	\$0.00	\$0.00	\$1,332.36	\$1,332.36	\$0.00
2015	119.847000	\$1,358.50	\$727.63	\$0.00	\$0.00	\$2,086.13	\$2,086.13	\$0.00
2014	117.365011	\$1,329.42	\$845.22	\$0.00	\$0.00	\$2,174.64	\$2,174.64	\$0.00
2013	120.600691	\$1,367.34	\$845.22	\$0.00	\$0.00	\$2,212.56	\$2,212.56	\$0.00
2012	120.602427	\$1,411.74	\$844.44	\$0.00	\$0.00	\$2,256.18	\$2,256.18	\$0.00
2011	120.304845	\$1,517.37	\$844.44	\$0.00	\$0.00	\$2,361.81	\$2,361.81	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.376000
0518 CITY OF WICHITA	32.749000
0602 USD 259	17.146000
0602 USD 259 SC	8.000000
Total: 116.599000	

Tax Authority		Tax Rate
0602 USD 259 SG		20.000000
0754 USD 259 BOND		7.828000
		Total: 116.599000

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STATE OF KANSAS } 99
SEDGWICK COUNTY }

FEB 3 4 10 PM '00

BILL MEER
REGISTER OF DEEDS



Devin M. Meier
Deputy

DECLARATION OF CONDOMINIUM
OF
SUNNYSIDE VILLAGE

181527

9000 SEC

Sunnyside Villages
549 S. Lorraine
Wichita, KS 67211
Attn: Roland Krause

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TABLE OF CONTENTS

DECLARATION OF CONDOMINIUM

ARTICLE 1	Purpose -----	1
ARTICLE 2	Submission: Defined Terms -----	1
	Section 2.01. Submission to Condominium Ownership -----	1
	Section 2.02. Definitions -----	1
ARTICLE 3	Easements and Unit Boundaries and Descriptions -----	3
	Section 3.01. Easements -----	3
	Section 3.02. Unit Boundaries -----	3
	Section 3.03. Description of Units -----	4
ARTICLE 4	Shares of Common Areas and Expenses -----	5
	Section 4.01. Percentage Interest -----	5
	Section 4.02. Determination -----	5
	Section 4.03. Conversion of Convertible Lands -----	5
	Section 4.04. Additional Land -----	5
ARTICLE 5	Maintenance and Alteration -----	5
	Section 5.01. Association Responsibility -----	5
	Section 5.02. Owner's Responsibility -----	6
	Section 5.03. Alteration -----	6
	Section 5.04. Professional Management -----	6
ARTICLE 6	Assessments -----	7
	Section 6.01. Annual and Special Assessments -----	7
	Section 6.02. Ad Valorem Taxes -----	7
	Section 6.03. Reserves -----	7
	Section 6.04. Lien -----	7
	Section 6.05. Allocation -----	7
	Section 6.06. Amount -----	7
	Section 6.07. Fines -----	7
	Section 6.08. Special Assessments -----	7
	Section 6.09. Special Assessments for Capital Improvements -----	8
	Section 6.10. Delinquency -----	8
	Section 6.11. Enforcement -----	8
	Section 6.12. Lien Priority -----	8
	Section 6.13. Initial Capital Payment -----	8
	Section 6.14. Initial Assessment -----	8
ARTICLE 7	Association and Administration -----	8
	Section 7.01. Members -----	9
	Section 7.02. Articles of Incorporation -----	9
	Section 7.03. Bylaws -----	9

	Section 7.04. Indemnification-----	9
	Section 7.05. No Assignment -----	9
	Section 7.06. Voting-----	9
	Section 7.07. Enforcement -----	9
	Section 7.08. Books and Records-----	9
ARTICLE 8	Insurance -----	9
	Section 8.01. Authority to Purchase; Notice -----	9
	Section 8.02. Physical Damage Insurance-----	10
	Section 8.03. Liability Insurance -----	11
	Section 8.04. Other Insurance -----	12
	Section 8.05. Unit Owner's Separate Insurance-----	12
	Section 8.06. Insurance Trustee -----	12
ARTICLE 9	Repair and Reconstruction After Fire or Other Casualty -----	13
	Section 9.01. When Repair and Reconstruction Are Required-----	13
	Section 9.02. Procedure for Reconstruction and Repair-----	13
	Section 9.03. Disbursements of Construction Funds-----	13
	Section 9.04. When Reconstruction Is Not Required-----	14
ARTICLE 10	Restrictions on Use -----	14
ARTICLE 11	Mortgages -----	16
	Section 11.01. Notification -----	16
	Section 11.02. Mortgagee Approval -----	16
	Section 11.03. Distribution of Insurance Proceeds-----	17
ARTICLE 12	Condemnation -----	17
	Section 12.01. Condemnation-----	17
	Section 12.02. Common Area-----	17
	Section 12.03. Units-----	17
ARTICLE 13	Notice of Lien or Suit -----	18
ARTICLE 14	Compliance and Default -----	18
	Section 14.01. Compliance-----	18
	Section 14.02. Liability -----	18
	Section 14.03. No Waiver -----	18
ARTICLE 15	Amendment -----	18
	Section 15.01. Notice-----	18
	Section 15.02. Resolution-----	18
	Section 15.03. Prohibitions-----	18
	Section 15.04. When Effective-----	19
	Section 15.05. Declarant-----	19
	Section 15.06. Mortgagee's Approval -----	19
	Section 15.07. Amendment by Declarant -----	19

ARTICLE 16	Termination -----	19
	Section 16.01. Damage and Destruction -----	19
	Section 16.02. All Owners -----	20
	Section 16.03. When Effective -----	20
	Section 16.04. Tenants in Common -----	20
	Section 16.05. No Partition -----	20
ARTICLE 17	Additional Land -----	20
	Section 17.01. Reservation -----	20
	Section 17.02. No Limitations -----	20
	Section 17.03. Expiration -----	20
	Section 17.04. Legal Description -----	20
	Section 17.05. Determination -----	20
	Section 17.06. Improvements -----	20
	Section 17.07. When Effective -----	20
	Section 17.08. Rental Operation on Additional Land -----	21
ARTICLE 18	Convertible Land -----	21
	Section 18.01. Reservation -----	21
	Section 18.02. Number of Units -----	21
	Section 18.03. Expiration -----	21
	Section 18.04. Determination -----	21
	Section 18.05. Improvements -----	21
	Section 18.06. When Effective -----	21
ARTICLE 19	Miscellaneous Provisions -----	21
	Section 19.01. Liability -----	21
	Section 19.02. Severability -----	22
	Section 19.03. Agent for Service of Process -----	22
	Section 19.04. Special Declarant's Rights -----	22
	EXHIBITS	
A.	Submitted Land -----	23
B.	Articles of Incorporation -----	24
C.	Bylaws -----	26
ARTICLE 1	General Provisions -----	26
	Section 1.01. Applicability -----	26
	Section 1.02. Office -----	26
ARTICLE 2	Members' Meetings	
	Section 2.01. Time and Place -----	26
	Section 2.02. Special Meetings -----	26

	Section 2.03. Notice	26
	Section 2.04. Quorum	26
	Section 2.05. Voting and Conditions of Membership	26
	Section 2.06. Proxies: Written Consent	27
	Section 2.07. Order of Business	27
ARTICLE 3	Directors	27
	Section 3.01. Number	27
	Section 3.02. Election	27
	Section 3.03. Vacancies	28
	Section 3.04. Removal	28
	Section 3.05. Term	28
	Section 3.06. Organizational Meeting	28
	Section 3.07. Regular Meetings	28
	Section 3.08. Special Meetings	28
	Section 3.09. Waiver	28
	Section 3.10. Quorum	28
	Section 3.11. Presiding Officer	28
	Section 3.12. Order of Business	28
	Section 3.13. Powers and Duties	29
ARTICLE 4	Officers	30
	Section 4.01. Officers	30
	Section 4.02. President	30
	Section 4.03. Vice-President	31
	Section 4.04. Secretary	31
	Section 4.05. Treasurer	31
	Section 4.06. Removal	31
	Section 4.07. Covenants Committee	31
	Section 4.08. Architectural Review Committee	32
ARTICLE 5	Operation of the Condominium	32
	Section 5.01. Accounting	32
	Section 5.02. Budget	32
	Section 5.03. Assessments	32
	Section 5.04. Depository	33
	Section 5.05. Audit	33
ARTICLE 6	No Liability	33
	Section 6.01. Liability of the Board of Directors, Officers, Unit Owners and Association	33
	Section 6.02. Services	33
ARTICLE 7	Parliamentary Rules	34
ARTICLE 8	Amendment	34
	Section 8.01. Notice	34
	Section 8.02. Manner of Amendment	34

D.	Rules and Regulations	35
E.	Additional Land	37

DECLARATION OF CONDOMINIUM
OF
SUNNYSIDE VILLAGE

ARTICLE I

Purpose

The original owners of Sunnyside Village, LLC, together with other members of the Lorraine Avenue Mennonite Church, conceived of the idea of this condominium in order to achieve certain purposes. The concept of an inter-generational housing development would achieve some goals of the local congregation: (1) members would live in close proximity to the church; (2) older members would have some support from close neighbors to remain in their homes for a longer period of time; (3) younger members would have the advantage of a close-knit community to raise children; (4) neighbors of the church would begin to become more familiar with the church and its members; and (5) residents could keep watch over neighbors' homes when they have an extended absence, such as to do church service work. In addition, the residents of Sunnyside Village can choose to have certain things in common, such as common meals, a common gardening spot, a common playground, certain tools, etc.

ARTICLE 2

Submission: Defined Terms

Section 2.01. Submission to Condominium Ownership. The purpose of this Declaration is to submit the land herein described and the improvements constructed thereon to the condominium form of ownership and use as provided herein and by Chapter 58, Article 31, Laws of Kansas (Apartment Ownership Act), as may be amended from time to time, herein called the "Act".

a. The name of the condominium is "Sunnyside Village", herein called the "condominium", located on the west side of the 300 block of Lorraine, the east side of the 500 block of Chautauqua, and the 3000 block of Orme.

b. The land owned by Declarant which is hereby submitted to the condominium form of ownership is as set out on Exhibit "A" attached hereto.

c. The submitted land includes the Convertible Land described on Exhibit "A." The Convertible Land may be used as a building site for one or more proposed additional condominium units which may be created by the Declarant in accordance with this Declaration and the Act.

d. Each unit and its percentage of undivided interest in the common areas and facilities shall become subject to listing for special assessment and taxation by the assessor of Sedgwick County pursuant to K.S.A. 58-3122 upon the recording of the first deed of conveyance of an individual unit.

The original plat of survey has been recorded simultaneously with this Declaration, all as required by K.S.A. 58-3115(c).

Section 2.02. Definitions. The terms used herein shall have the meanings stated in the Act except as such may be specifically changed herein and as follows:

a. "Association" means the Sunnyside Village Homeowners' Association, a not-for-profit corporation organized under the laws of the State of Kansas, its successors and assigns, acting in behalf of the unit owners in accordance with the Bylaws, Declaration, and Articles of Incorporation for the purpose of managing and operating the condominium.

- b. "Building" means the buildings containing the units comprising the condominium.
- c. "Common areas" means and includes all the parts of the condominium, land, structures, facilities, improvements, and personal property not included within the units as described in Section 3.02 herein.
- d. "Common expenses" means and includes: (1) all sums lawfully assessed against the unit owners by the Association; (2) expenses of administration, insurance, maintenance, repair, utilities, cleaning, or replacement of the common areas; (3) expenses agreed upon as common expenses by the Association; and (4) expenses declared common expenses by provision of the Act, this Declaration, or the Bylaws.
- e. "Common Profits" means the balance of all income, rents, profits, and revenues from the common areas remaining after the deduction of the common expenses.
- f. "Convertible Land" means the land described as "Convertible Land" on Exhibit A hereto and on the plat of survey recorded simultaneously herewith.
- g. "Condominium" means and includes all the land, buildings, units, improvements, and structures thereon, and all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the Act and this Declaration.
- h. "Declarant" means Sunnyside Village, L.L.C., a Kansas limited liability company, and its successors and assigns.
- i. "Declaration" means this instrument by which the properties are submitted to the provisions of the Act as herein provided and as from time to time lawfully amended.
- j. "Limited Common Areas" means and includes those common areas reserved with respect to a certain unit to the exclusion of other units and shall include all land in front of the unit, the land next to the unit to a line halfway between the unit and the adjacent unit, the land directly behind the unit within 15 feet of the unit, any adjoining shutters, awnings, window boxes, doors, windows, steps, porches, patios, balconies, and any other apparatus designed to service a single unit, but located outside the boundaries thereof, and the same shall be deemed a limited common area appurtenant to the respective unit exclusively.
- k. "Owner" means the person or persons owning of record a unit in fee simple and an undivided interest in the fee simple estate of the common areas in the percentage specified and established in this Declaration, but excluding those having such interest merely as security for the performance of an obligation. However, the term "owner" shall include any mortgagee, lienholder, or contract seller who acquires a fee simple title to a unit which is a part of the condominium through judicial or nonjudicial foreclosure.
- l. "Person" means individual, corporation, partnership, association, trustee, or other legal entity.
- m. "Transfer" means the transfer of any kind and every kind or nature whatsoever of any right, title, or interest in the condominium by any type of public conveyance or a transfer of any interest in any unit or any part or portion thereof or interest therein or improvement thereon or appurtenance thereto, including transfer by any conveyance such as deed or trust or mortgage, and also including but not limited to an assignment, gift, lease, sublease, or sale thereof.
- n. "Unit" means part of the condominium intended for and restricted to independent use as a single family residence, including one (1) or more rooms, located on one (1) or more floors, in a building

and with a direct exit to a street or to a common area leading to a street, but does not include the land thereunder. The word "unit" used in this Declaration shall be synonymous with the word "apartment" as used in the Act.

a. "Unit Number" means the building number and unit letter ascribed to a particular unit on the plat of survey recorded simultaneously with this Declaration, as hereafter from time to time amended.

ARTICLE 3

Easements and Units Boundaries and Descriptions

Section 3.01. Easements. Easements are reserved as follows:

- a. There is reserved for the benefit of each unit an easement for utility services over, under, and through the common areas, limited common areas, and each other unit.
- b. There is reserved for the benefit of each unit such portion of the common areas, limited common areas, and of each unit as shall be encroached upon, used and occupied as a result of any construction errors, errors in survey, movement, or subsidence of a unit or structure or any portion thereof.
- c. There is reserved to the Association as an easement in gross of which the common areas, limited common areas, and all units shall be servient, an easement of entry and of access for the installation and maintenance of utility lines, utility meter boxes, landscaping, and common performance generally of its rights and duties as provided in this Declaration, as well as the right to enter to make emergency repairs.
- d. Declarant shall have the right, at any time prior to relinquishing control of the Association, and thereafter, the Association shall have the right, to grant and reserve easements and rights of way through, under, over, and across the condominium for construction purposes and for the installation, maintenance, and inspection of public or private water, sewer, drainage, gas, electricity, telephone, master antenna systems, and other utilities.

Section 3.02. Unit Boundaries. The boundaries of each unit shall be determined in the following manner:

- a. The vertical boundaries of each unit shall be the vertical plane which includes the back surface of the plaster board of all perimeter walls extended to intersections with each other and with the upper and lower boundaries, together with the windows, window frames, doors, door frames, and trim.
- b. The upper boundary of each unit shall be the bottom surface of the wood joists of the ceiling of the highest level and the lower boundary shall be the earth on which the unit was constructed.
- c. The unit shall include the plasterboard, paint, wallpaper, ceramic and quarry tile, padding, carpet, enamel, and stain or other finishes on such interior surfaces.
- d. Perimeter walls shall be considered to include any door, window, or other closure therein in the closed position. The unit shall include the portions of the buildings so described, the air space so encompassed, the interior partitions and other equipment, fixtures, and improvements within such boundaries, and any equipment located outside such boundaries, which equipment is connected to or directly interrelated with equipment within such boundaries.
- e. Each owner shall be entitled to the exclusive ownership, use, and possession of his unit and the exclusive use and possession of the adjoining limited common areas, but, subject to the provisions of the Act, the Bylaws, this Declaration, and the rules and regulations of the Association.

Section 3.03. Description of Units. The units are more particularly described as follows:

a. Each building in the condominium contains one or two units. The structures are of varying construction and size, but must be in accordance with the recorded plat, the Declaration, and City Codes and Regulations including all building codes and ordinances in all respects, including location and set-back. All buildings must be approved by the Architectural Review Committee of the Association, but this approval does not constitute or imply compliance with building codes and ordinances. In addition, the structures must conform to the following:

1. The first floor must be handicapped accessible with a minimum of one entrance and one half-bath accessible.

2. Exterior materials will be low maintenance. Approved siding materials include brick, stucco, stone, or other "permanent" siding. Other siding materials and roof materials will need to be approved by the Architectural Review Committee of the Association.

3. Exterior lighting that is subdued and whose light source is not abusive to the adjoining units is permitted for the purpose of illuminating entrances, decks, patios, and driveways. Other exterior lighting is considered part of the common area and must be approved by the Association prior to placement.

b. Each unit has a unique floor-plan and no attempt has been made to make any floor plan uniform.

c. The condominium units which have been constructed on the date of the recording of this Declaration are described as follows:

1. Unit A, in Building 1, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of this Declaration; contains approximately 1200 square feet on the main floor, with 6 rooms on each floor; and has immediate access to a drive leading to a public street.

2. Unit B, in Building 1, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of this Declaration; contains approximately 1200 square feet on the main floor, with 5 rooms on each floor; and has immediate access to a drive leading to a public street.

3. Unit A, in Building 3, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of this Declaration; contains approximately 1460 square feet on the main floor with 7 rooms, and 6 rooms in the basement; and has immediate access to a drive leading to a public street.

2. Unit B, in Building 3, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of this Declaration; contains approximately 1350 square feet on the main floor with 7 rooms, and 6 rooms in the basement; and has immediate access to a drive leading to a public street.

3. The initial limited common areas and facilities pertinent to Unit A, Building 3, and Unit B, Building 3, are those limited common areas described in Section 2.02.j.

ARTICLE 4

Shares of Common Areas and Expenses

Shares of common areas and expenses shall be allocated as follows:

Section 4.01. Percentage Interest. Each owner shall own, as a tenant in common, a percentage of undivided interest in the common areas and in any surplus and assets of the Association and be liable for common expenses as determined in Section 4.02 of this document.

Section 4.02 Determination. Except as provided in Section 4.03, the undivided interest appurtenant to each unit constructed on the date of this Declaration as set forth in Section 3.03.c., and any unit hereafter constructed on the Convertible Lands, shall be 1/16th. The percentage undivided interest of each owner in the common areas and the right to exclusive possession of the adjoining limited common areas is appurtenant to the unit owned by him or her. Such undivided interest may not be separated from the unit to which it appertains and shall be deemed to be transferred with the unit whether or not expressly mentioned in any instrument of transfer describing the unit. So long as fewer than sixteen (16) units have been constructed on the Committed Land, there shall be allocated to the Declarant any undivided interest remaining after an undivided 1/16th interest has been allocated to the owners of each unit. To the extent of the interest so allocated to the Declarant, the Declarant shall be liable for ad valorem real estate taxes and special assessments imposed on the Common Areas.

Section 4.03. Conversion of Convertible Lands. In the event one or more condominium units are constructed on the Convertible Land described on Exhibit "A," the undivided interest provided in Section 4.02 in the Common Areas and facilities shall be allocated to each such unit without the consent of the Owners. In the event of conversion of any part of the Convertible Land, the Declarant, its successors or assigns, shall record a plat of survey and floor plan showing the additional units constructed, and at its option and discretion, the Declarant may record an amendment to this Declaration without the consent of the Owners confirming the allocation of such undivided interest to each unit constructed.

Section 4.04. Reallocation. Seven years following the date of recording of this Declaration, the undivided interest provided in Section 4.02 shall be reallocated and altered, without the consent of the Owners, by an Amendment to Declaration, duly executed by the Declarant and recorded. The Amendment to Declaration shall provide that the undivided interest appurtenant to each unit as provided in Section 4.01 shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of completed units included in the Condominium upon the recording of such Amendment.

Section 4.05. Additional Land. In the event of Additional Land being added to the condominium pursuant to the provisions of ARTICLE 17 hereof, the percentage of undivided interest in the common areas appurtenant to each unit shall be recomputed pursuant to the provisions of Subsection 4.02 hereof.

ARTICLE 5

Maintenance and Alteration

Section 5.01. Association Responsibility. The Association shall maintain, paint, clean, landscape, repair, and replace the common areas but not the light bulbs, light fixtures, wiring, plumbing, vents, fixtures, ducts, window and door glass, and hardware which are for the exclusive use of one unit. The Association shall engage and pay for all labor and materials as may be necessary for the work for which the Association is responsible. The Association and such persons as may be engaged by the Association for such purposes shall have the right to enter upon the exterior and, at reasonable times, the interior of any unit for the performance of such work, without permission of the owner of such unit. All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

Section 5.02. Owner's Responsibility. The responsibility of the owner shall be:

a. To maintain, paint, clean, repair, and replace, at the owner's expense, all portions of the owner's unit, including, but not limited to, all interior surfaces, floors, wallpaper, padding, carpet, tile, paint, hardware, paneling, partitions, doors, woodwork, equipment, appliances, lights and bulbs, fixtures, improvements the owner makes, any damage to common areas by owner, his family, guests, invitees, or agents, and the items mentioned above in Subsection 5.01 of the common areas for which the Association will not be responsible.

b. Not to paint, or otherwise decorate, or utilize exterior shades, awnings, or window guards, add to, remove, or change any part or portion of the building other than the unit as defined in Section 3.02 and the adjoining limited common areas without prior approval of the Association.

c. To promptly report to the Association any defect or need for repairs which would be the responsibility of the Association.

d. In the event that there shall be located within any party wall pipes, vents, outlets, or other structures serving more than one (1) unit, the owner of each unit so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, outlet, or other structure. Provided, however, that in the event that any such owner shall exercise such easement and in performing such repair shall cause any damage of any kind to any other unit or the common areas, the owner so exercising such easement and making such repair shall pay the cost of repairing such damage.

Section 5.03. Alteration. Any alteration to common areas shall be subject to the following:

a. Neither the owners nor the Association shall make any alteration in the portions of a building which are to be maintained by the Association, or remove any portion thereof, or do anything which would jeopardize the safety or soundness of the building, or impair any easement without first obtaining approval in writing of owners of all units in which such work is to be done and the approval of the Association. A copy of the plans for all of such work shall be filed with the Association prior to the start of the work.

b. Alteration or the improvement of the common areas shall be the responsibility and the expense of the Association. Alteration or improvement of a unit shall be the responsibility and expense of the owner.

c. There shall be no alteration or further improvement of the common areas without prior approval in writing by the owners of not less than seventy percent (70%) of the Association except as provided by the Bylaws, but any such alteration or improvement shall not interfere with the rights of any owner.

d. Limited common areas may be landscaped by the owner, but such landscaping then becomes the responsibility of the owner to maintain.

Section 5.04. Professional Management. Any agreement for professional management of the condominium, or any other contract providing for services by Declarant, must provide for termination by either party upon thirty (30) days' notice, with or without cause or payment of a termination fee on ninety (90) days' or less written notice and a maximum contract term of three (3) years.

ARTICLE 6

Assessments

Section 6.01. Annual and Special Assessments. Each owner of a unit, by acceptance of a deed therefore, whether or not it is expressed in any such deed, is deemed to covenant and agree to pay to the Association annual and special assessments as established from time to time as provided in the bylaws and as herein provided. The assessments, together with interest, costs and a reasonable attorney's fee shall be a charge on and lien upon the unit against which each such assessment is made. A notice claiming such lien may be filed of record by the Association in the Office of the Register of Deeds of Sedgwick county, Kansas, but in no event shall a claim of lien be filed until such assessment, together with such interest, costs and attorney's fees, remains unpaid for more than thirty (30) days after the same shall become due. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied. Each owner shall be liable personally for his portion of each assessment coming due while he is the owner of a unit, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of a transfer, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. The purchaser of a unit at a judicial or foreclosure sale shall be liable only for assessments coming due after the date of such sale. The assessments shall be used exclusively for the management, operation, cleaning, repair, maintenance, care, improvement, and alteration of the common areas as provided herein and services related to the use and enjoyment of the common areas.

Section 6.02. Ad Valorem Taxes. Each owner shall be obligated to pay the taxes or assessments assessed by the county assessor against his own unit and undivided interest in the common areas.

Section 6.03. Reserves. Common expenses shall include an adequate reserve fund for maintenance, repairs, and replacement of those common areas that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments.

Section 6.04. Lien. All taxes, assessments, expenses, and charges which may become liens prior to the first mortgage under local law shall relate only to the individual units and not to the condominium as a whole.

Section 6.05. Allocation. All annual and special assessments shall be made against each owner and unit and shall be allocated as set forth in Section 4.01 of this Declaration, except as herein provided.

Section 6.06. Amount. Each year the Association shall, prior to November 1, determine the total amount to be raised by their respective annual assessment charges for the next succeeding year. This sum so determined shall be divided by the total number of units, and each unit shall be assessed an equal amount. Should the Association at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of their respective association and care of the Common Area, or in the event of emergencies, the Association shall have the authority to levy such additional assessments as they shall deem necessary.

Section 6.07. Fines. The Association shall have the power to levy reasonable fines against any owner who has breached or continues to breach any of the provisions of this Declaration or Bylaws of the Association; such fine shall constitute a lien against the unit owned by such owner until such time as 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 provided in the Act. No fine may be levied for more than one percent (1%) of such unit owner's annual assessment for any one violation; but each day a violation continues after notice is given to the unit owner is a separate violation. If a unit owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until the hearing is held.

Section 6.08. Special Assessments. The Association shall have the authority to establish and fix a special assessment upon any unit to secure the liability of the owner of such unit to the Association for any breach by such owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for

repair or remedy. Any special assessment shall become a personal obligation of the owner and a lien against each unit in the same manner otherwise provided herein. Any special assessment shall be due and payable in full on or before ten (10) days after the date that notice is sent to the owner.

Section 6.09. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 6.10. Delinquency. Thirty (30) days after any assessment shall be due and payable if unpaid or otherwise not satisfied, the same shall become delinquent and shall so continue until the amount of said charge and assessment, together with all costs, penalties, and interest, have been fully paid or otherwise satisfied. Interest on delinquent assessments may be at such rate as is established by the Association.

Section 6.11. Enforcement. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against such owner's unit. Each owner, by his acceptance of a deed to a unit, vests in the Association or its agents the right and power to bring all actions against him personally in Wichita, Kansas, for the collection of such charges as a debt or foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other owners. The Association, acting on behalf of the owners, shall have the power to bid on the unit at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or abandonment of his unit.

Section 6.12. Lien Priority. The lien of the assessments shall be prior and superior to all other liens except only property taxes and all sums unpaid on a first mortgage of record. The sale or transfer of any unit shall not affect the assessment lien; provided, however, that the sale or transfer of any unit pursuant to the foreclosure of a first mortgage thereon shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.13. Initial Capital Payment. Declarant, as the agent of the Association, may collect from each initial purchaser, at the time of closing, an "initial capital payment" equivalent to not more than twice the estimated monthly assessment for common expenses for such unit. Said funds shall be used to provide the necessary working capital for the Association and may be used for certain prepaid items, initial equipment, supplies, organizational costs, and other start-up costs as the Association may determine.

Section 6.14. Initial Assessment. Declarant or the initial Association shall determine the budget for the initial fiscal year or portion thereof and shall be responsible for the levying and collecting of the same commencing at such time as common expenses are to be initially incurred. Assessments levied against unsold units of Declarant shall be only for such amount as represents the actual cost of the expenses attributable to said Unit; provided, however, that such Unit, if completed, shall be subject to the full assessment commencing sixty (60) days after the initial sale of any unit.

ARTICLE 7

Association and Administration

The management and operation of the condominium shall be by the Association, which shall be organized and shall fulfill its functions pursuant to the Articles of Incorporation, this Declaration, the Bylaws, and the Act.

Section 7.01. Members. The owners of the units shall be the members of the Association. Any renters shall be considered Associate Members.

Section 7.02. Articles of Incorporation. The Association shall be incorporated under Articles of Incorporation in the form attached as Exhibit "B".

Section 7.03. Bylaws. The initial Bylaws of the Association shall be in the form attached as Exhibit "C".

Section 7.04. Indemnification. Notwithstanding the duty of the Association to maintain, clean, paint, landscape, repair, and replace all or parts of the common areas, the Association shall not be liable for injury or damage caused by any latent condition of the common areas or for injury caused by the elements, owners, or other persons, nor shall any officer or director of the Association be liable to any owner for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, or any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred to the extent allowed by Kansas law; provided that in the event of settlement, the indemnification shall apply only when the Association approves such settlement and reimbursement as being for the best interests of the Association.

Section 7.05. No Assignment. The percentage interest of an owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the owner's unit.

Section 7.06. Voting. Whenever the decision of an owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

Section 7.07. Enforcement. The Association shall have the power, authority, and duty to enforce each and every one of the provisions of this Declaration and the rules and regulations, including the duty and power to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof and enforce an assessment lien and to pay all costs of any such action or other enforcement procedure.

Section 7.08. Books and Records. Upon request at reasonable times, the Association shall make all current books, records, financial statements and copies of the Declaration, Bylaws and Rules of the Association available for inspection by all Unit owners and lenders and holders, insurers and guarantors of first mortgages. In addition, any holder, insurer or guarantor of any first mortgage on any Unit shall be entitled to an audited financial statement of the Association. If the condominium contains less than fifty (50) Units, the expense thereof shall be borne by the party requesting the same.

ARTICLE 8

Insurance

Section 8.01. Authority to Purchase; Notice.

a. Except as otherwise provided in Section 8.05 hereof, all insurance policies relating to the Property shall be purchased by the Association. The Association and Declarant shall not be liable for failure to obtain any coverages required by this Article 8 or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost. The Association shall

promptly furnish to each unit owner written notice of the procurement of, subsequent changes in, or termination of insurance coverages obtained on behalf of the Association.

b. Each such policy shall provide that:

(1) The insurer waives any right to claim by way of subrogation against the Association, or the unit owners and their respective agents, employees, and guests, and, in the case of unit owners, the members of their household;

(2) Such policy shall not be cancelled, invalidated, or suspended due to the conduct of any unit owner (including his invitees, agents, and employees), or of any member, officer, or employees of the Association without a prior demand in writing that the Association cure the defect and neither shall have so cured such defect within sixty (60) days after such demand;

(3) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least forty-five (45) days' prior written notice to the Association and all mortgagees.

c. Declarant, so long as Declarant shall own any unit, shall be protected by all such policies as a unit owner. The coverage provided to Declarant under the insurance policies obtained in compliance with this Article 8 shall not be deemed to protect or to be for the benefit of any general contractor engaged by Declarant.

d. All policies of insurance shall be written by reputable companies licensed to do business in Kansas. Physical damage policies shall be in form and substance and with carriers acceptable to a majority of the mortgagees.

e. The deductible, if any, on any insurance policy purchased by the Association shall be a common expense; provided, however, that the Association may assess any deductible amount necessitated by the negligence, misuse, or neglect of a unit owner against such unit owner.

Section 8.02. Physical Damage Insurance.

a. The Association shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, sprinkler leakage (if applicable), debris removal, and water damage endorsements insuring the entire property, together with all air-conditioning and heating equipment and other service machinery contained therein and covering the interests of the Association and all unit owners and their mortgagees, as their interests may appear (subject, however, to the loss payment and adjustment provisions in favor of the insurance trustee contained in Section 8.06 hereof), in an amount equal to one hundred percent (100%) of the then current replacement cost of the property (exclusive of the land, excavations, foundations, and other items normally excluded from such coverage), without deduction for depreciation (such amount to be determined annually by the Association with the assistance of the insurance company affording such coverage). The Association shall also obtain and maintains such coverage on all real and personal property owned by the Association.

b. Such policy shall also provide:

(1) A waiver of any right of the insurer to repair, rebuild, or replace any damage or destruction, if a decision is made pursuant to this Declaration not to do so;

(2) The following endorsements (or equivalent), if available:

(a) "No control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or unit owner or their agents when such act or neglect is not

within the control of the insured, or the unit owners collectively, nor by any failure of the insured, or the unit owners collectively, to comply with any warranty or condition with regard to any portion of the condominium over which the insured, or the unit owners collectively, have no control);

- (b) "Cost of demolition";
- (c) "Contingent liability from operation of building laws or codes";
- (d) "Increased cost of construction";
- (e) "Condominium replacement cost"; and
- (f) "Agreed amount" or elimination of co-insurance clause; and

(3) That any "no other insurance" clause expressly exclude individual unit owners' policies from its operation so that the physical damage policy purchased by the Association shall be deemed primary coverage and any individual unit owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Association hereunder provide for or be brought into contribution with insurance purchased by individual unit owners or their mortgagees, unless otherwise required by law.

c. A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any mortgagee requesting the same, at least thirty (30) days prior to expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof, the Association shall obtain an appraisal from an insurance company, or such other source as the Association may determine, of the then replacement cost of the property (exclusive of the land, excavations, foundations, and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of the physical damage insurance to be secured pursuant to this Section. All mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from damage to the common elements in excess of one percent (1) of the then current replacement cost of the property. The mortgagee of a unit shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such unit.

Section 8.03. Liability Insurance. The Association shall obtain and maintain comprehensive general liability (including libel, slander, false arrest, and invasion of privacy coverage) and property damage liability insurance in such limits as the Association may from time to time determine, insuring each director, any manager, and each unit owner against any liability to the public or to the unit owners (and their invites agents, and employees) arising out of, or incident to, the ownership or use of the common elements. Such insurance shall be issued on a comprehensive liability basis and shall contain:

- a. A cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named insured.
- b. Hired and nonowned vehicle coverage.
- c. Host liquor liability coverage with respect to events sponsored by the Association.
- d. Deletion of the normal products exclusion with respect to events sponsored by the Association.
- e. A "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to a unit owner because of negligent acts of the Association or of another unit owner.

The Association shall review such limits once a year, but in no event shall such insurance be less than one million dollars (\$1,000,000) covering all claims for bodily injury or property damage arising out of one (1) occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than three million dollars (\$3,000,000).

Section 8.04. Other Insurance. The Association shall obtain and maintain:

a. Adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle or are responsible for handling funds of the Association, including any managers. Such fidelity bonds shall:

(1) Name the Association as an obligee;

(2) Be written in an amount not less than one-half (1/2) the total annual condominium assessments for the year or the amount required by the mortgagees, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, whichever is greater; and

(3) Contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

b. If required by any governmental agency or quasi-governmental agency, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency.

c. Workers' compensation insurance if and to the extent necessary to meet the requirements of law (including a voluntary employees endorsement and an "all states" endorsement).

d. Broad form machinery and pressure vessel explosion insurance (if applicable) in an amount not less than five hundred thousand dollars (\$500,000) per accident per location.

e. Directors and officers liability insurance in an amount not less than one million dollars (\$1,000,000).

f. Such other insurance as the Association may determine or as may be requested from time to time by a majority vote.

Section 8.05. Unit Owner's Separate Insurance. Each unit owner shall have the right, at his own expense, to obtain insurance for such unit owner's benefit, at such unit owner's expense, covering the unit and such unit owner's personal property and personal liability, as well as any improvements made to the unit by the unit owner (under coverage normally called "improvements and betterments coverage"); provided, however, that no unit owner shall be entitled to exercise this right to acquire or maintain such insurance coverage so as to decrease the amount which the Association, on behalf of all unit owners, may realize under any insurance policy maintained by the Association or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a unit owner. No unit owner shall obtain separate insurance policies on the condominium except as provided in this Section.

Section 8.06. Insurance Trustee.

a. All physical damage insurance policies purchased by the Association shall be for the benefit of the Association, the unit owners, their mortgagees, and Declarant, as their interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the Association, as "insurance trustee", to be applied pursuant to the terms of ARTICLE 8.

b. The sole duty of the insurance trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in this Declaration for the benefit of the insureds and their beneficiaries thereunder.

ARTICLE 9

Repair and Reconstruction After Fire or Other Casualty

Section 9.01. When Repair and Reconstruction Are Required. Except as otherwise provided in Section 9.04, in the event of damage to or destruction of all or any part of the buildings as a result of fire or other casualty, the Association shall adjust all claims and arrange for and supervise the prompt repair and restoration thereof (including any damaged units, but not including any furniture, furnishings, fixtures, equipment, or other personal property supplied or installed by the unit owners in the units). Notwithstanding the foregoing, each unit owner shall have the right to supervise the redecorating of the unit.

Section 9.02. Procedure for Reconstruction and Repair.

a. Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of the building, the Association shall obtain reliable and detailed estimates of the cost of repairing and restoring such portion to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the insurance trustee determines to be necessary.

b. Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if, upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a common expense and a special assessment therefore shall be levied.

c. Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the property, subject to any modifications required by changes in applicable governmental regulations and using contemporary building materials and technology to the extent feasible; provided, however, that other action may be taken if approved by at least fifty-one percent (51%) of the mortgagees.

Section 9.03. Disbursements of Construction Funds.

a. Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty and the sums received by the insurance trustee from collections of assessments against unit owners on account of such casualty shall constitute a construction fund, which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than fifty thousand dollars (\$50,000), then the construction fund shall be disbursed in payment of such costs upon order of the Association; provided, however, that upon request of twenty percent (20%) of the mortgagees, such fund shall be disbursed pursuant to Subsection 9.03. a(2) hereof.

(2) If the estimated cost of reconstruction and repair is fifty thousand dollars (\$50,000) or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Kansas and employed by the insurance trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, and other persons who have rendered services or furnished materials in connection with the work stating that:

(a) The sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished;

(b) There is no other outstanding indebtedness known to such architect for the services and materials described; and

(c) The cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

b. **Surplus.** The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all the costs of the reconstruction and repair for which the fund is established, such balance may be used for another purpose if determined necessary by the Association, or may be divided among all unit owners in proportion to their common element interests and shall be distributed in accordance with the priority of interests at law or in equity in each unit.

c. **Common Elements.** When the damage is to both common elements and units, the insurance proceeds shall be applied first to the cost of repairing those portions of the common elements which enclose and service the units, then to the cost of repairing the other common elements, and thereafter to the cost of repairing the units.

d. **Certificate.** The insurance trustee shall be entitled to rely upon a certificate executed by the President or Vice-President, and the Secretary, certifying:

(1) Whether the damaged property is required to be reconstructed and repaired;

(2) The name of the payee and the amount to be paid with respect to the disbursement from any construction fund whether surplus funds to be distributed are less than the assessment paid by the unit owners; and

(3) All other matters concerning the holding and disbursing of any construction fund.

Section 9.04. When Reconstruction Is Not Required. If the Association elects not to repair insubstantial damage to the common elements, the Association shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the condominium and the balance of any insurance proceeds received on account of such damage shall be distributed as listed in Section 9.03 (b) above. If the condominium shall be terminated pursuant to K.S.A. 58-3126, the net assets of the condominium, together with the net proceeds of insurance policies, if any, shall be divided by the insurance trustee among all unit owners in proportion to their respective common element interests, after first paying out of the share of each unit owner, to the extent sufficient therefore, the amount of any unpaid liens on the unit in the order of priority of such liens.

ARTICLE 10

Restrictions on Use

The use of the property of the condominium shall be in accordance with the following provisions:

a. Each of the units shall be occupied only by one (1) family, its servants and guests, as a residence. Home businesses shall be allowed, provided that this business produces no additional traffic in and out of the condominium. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise

transferred except as provided herein and without first amending this Declaration to show the changes in the units to be affected thereby. No structures of a temporary character, trailer, basement, shack, carport, garage, barn, or other out-building shall be placed on any portion of the land at any time, either temporarily or permanently, except for the purpose of construction or repairs, or as approved by the Architectural Review Committee.

b. The common areas shall be used only for the furnishing of services and facilities for the enjoyment of the owners and their families, servants, and guests. Each owner shall be entitled to the use and enjoyment of the common area as provided in the Declaration. Any owner may delegate his right of enjoyment of the common areas to the members of his family or his tenant or contract purchaser who reside in the unit. Such owner shall notify the Secretary of the Association in writing of the name of any such tenant or purchaser. The rights and privileges of any such delegate are subject to suspension to the same extent as those of the owner.

c. No use or practice shall be permitted on or in the condominium which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the condominium by its residents. All parts of the condominiums shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No owner shall permit any use of his unit or of the common areas which will increase the rate of insurance upon the condominium. No immoral, improper, offensive, or unlawful use shall be made of the condominium or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium shall be the same as the responsibility for the maintenance and repair of the specific property concerned as provided herein.

d. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the common elements, except that the keeping of small, orderly, domestic pets (e.g. dogs, cats or caged birds) not to exceed two per Unit without the approval of the Association, is permitted, subject to the Rules and Regulations adopted by the Association; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the property upon ten (10) days' written notice from the Association. Such pets shall not be permitted upon the common elements unless accompanied by an adult and unless carried or leashed. Owners will carry and use pooper scoopers when walking their dogs. Pets may also be maintained in a fenced area in the limited common area adjacent to the unit so long as said pet does not become a nuisance.

e. No signs, advertising or otherwise, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the condominium (or the common property), except temporary signs for political advertisements, garage sales, or home sales or rent. The condominium shall not be used in any way or for any purpose which may endanger the health of or unreasonably disturb the owner of any unit or any resident thereof. No business activities involving retail sales, an office open to the public, or other traffic-generating activity shall be conducted in any building, unit, or in or on any portion of the condominium, except such sales office or show unit utilized by Declarant in selling the units.

f. No planting or gardening shall be done in the common areas or limited common areas, except in places so designated by the Association or without Association permission. No additional fences hedges, or walls shall be erected by an owner in the common areas, but may be erected in a limited common area, with the understanding that the Association will in no way maintain or replace such additions. Except for the right of ingress and egress, owners are hereby prohibited and restricted from using any of the condominium outside their respective units and the adjoining limited common areas, except as may be allowed by this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations. It is expressly acknowledged and agreed by all parties concerned that this provision is for the mutual benefit of all owners in the condominium and is necessary for the protection of the owners and their rights and interests herein.

g. Rules and regulations governing the use of the common areas and the personal conduct of the owners, their families and guests thereon, may be made and amended from time to time and penalties established for

infraction thereof by the Association. Copies of such rules and regulations and amendments thereto shall be furnished by the association to all residents of the condominium upon request. Initial Rules and Regulations are attached as Exhibit "D" hereto.

h. Trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the property only if expressly permitted by the Rules and Regulations and only in such parking areas, if any, as may be designated for such purpose by the Association which shall have the authority to prohibit entirely the parking of such vehicles on the property. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept on any of the common elements.

i. No unit shall be rented for transient or hotel purposes or in any event for an initial period of less than six (6) months. House sitting for vacationing residents is allowed, however. No unit owner shall lease a unit other than on a written form of lease: (1) requiring the lessee to comply with the condominium instruments and Rules and Regulations; (2) providing that failure to comply constitutes a default under the lease, and (3) providing that the Association has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five (45) days' prior written notice to the unit owner, in the event of a default by the lessee in the performance of the lease. The Association may suggest or require a standard form lease for use by unit owners. Each unit owner of a condominium unit shall, promptly following the execution of any lease of a condominium unit, forward a conformed copy thereof to the Association.

ARTICLE 11

Mortgages

Section 11.01. Notification.

a. The Association shall notify any mortgagee, mortgage insurer or guarantor, in writing, thirty (30) days prior to the effective date of any material change in this Declaration.

b. The Association shall notify any mortgagee, mortgage insurer or guarantor, in writing, thirty (30) days in advance of the effective date of any change in management (not including any changes in employees of a corporate manager).

c. The Association shall notify in writing any mortgagee, mortgage insurer or guarantor, of any failure or refusal on the part of any mortgagor of any unit upon which any such mortgagee shall have a mortgage to perform obligations imposed on such mortgagor by this Declaration or by the Bylaws of the Association, if such refusal or failure is not cured in sixty (60) days from the inception of such failure or refusal by such mortgagor.

d. The above notices shall be in writing, shall be placed in a properly stamped envelope, and shall be sent certified mail to the last furnished address of the mortgagee. Each mortgagee shall furnish to the Association its current mailing address.

Section 11.02. Mortgagee Approval. Notwithstanding anything to the contrary contained herein, unless at least seventy-five percent (75%) of all mortgagees having first mortgage liens on all units (based upon one (1) vote for each such first mortgage owned) or owners (other than the Declarant) of the individual condominium units have given their prior written approval, the Association shall not be entitled to:

a. By act or omission, seek to abandon or terminate the condominium.

b. Change the percentage interest or obligations of any individual condominium unit for the purpose of:

(1) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(2) Determining the percentage share of ownership of each unit in the common areas.

c. Partition or subdivide any unit or the common areas or facilities.

d. By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the common areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common area by the condominium project shall not be deemed a transfer within the meaning of this clause.)

e. Use hazard insurance proceeds for losses to any condominium property (whether to units or to common areas) for other than the repair, replacement, or reconstruction of such condominium property, except as provided by statute and in this Declaration in case of substantial loss to the units and/or common areas of the condominium.

Section 11.03. Distribution of Insurance Proceeds. No owner, or any other party, shall have priority over any rights of mortgagees of units pursuant to their mortgages in the case of a distribution to unit owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common areas.

ARTICLE 12

Condemnation

Section 12.01. Condemnation. Whenever all or any part of the condominium shall be taken by any authority having the power of eminent domain, each owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. Unless otherwise provided by law at the time of such taking, any award made therefore shall be disbursed by the Association as the Insurance Trustee, as hereinafter provided.

Section 12.02. Common Area. If the taking is confined to the common areas on which improvements shall have been constructed and unless at least ninety percent (90%) of the total vote of the Association shall decide within one hundred twenty (120) days after such taking not to replace said improvements, or any part thereof, on the remaining land included in the common areas and according to plans therefore approved by the Association then the Association shall arrange for such replacement, and the Association, as insurance trustee, shall disburse the proceeds of such award in the same manner as it is required to disburse insurance proceeds where damage or destruction to the common areas is to be repaired or reconstructed, as provided in Section 9.03. If at least ninety percent (90%) of the total vote of the Association shall decide within one hundred twenty (120) days after such taking not to replace such improvements or if the taking is confined to the common areas on which no improvements shall have been constructed, then the Association, as insurance trustee, shall disburse the proceeds of the award in the manner herein provided in Section 9.04.

Section 12.03. Units. If the taking includes one (1) or more units, or any part or parts thereof, whether or not there is included in the taking any part of the common areas, then the award shall be disbursed, as set forth in Section 9.03, and all related matters, including, without limitation, alteration of the percentages of undivided interest of the owners in the common areas shall be handled pursuant to and in accordance with the consent of all owners (or such lesser number of owners as may then be prescribed by the Act for the purpose of altering the percentage of undivided interest of the owners in the common areas) expressed in duly recorded amendment to this Declaration. In the event that such an amendment shall not be recorded within one hundred twenty (120) days after a taking of at least seventy percent (70%) of the units then such taking shall be deemed to be and shall be treated as provided for in ARTICLE 16 hereof, whereupon the development will be terminated in the manner therein prescribed, unless then otherwise provided by law.

ARTICLE 13

Notice of Lien or Suit

As owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages and special assessments, within five (5) days after the attaching of the lien. Failure to comply with this Subsection will not affect the validity of any judicial sale. Notice shall be given to the Association of every suit or other proceeding which may affect the title to his unit within five (5) days after the owner receives knowledge thereof.

ARTICLE 14

Compliance and Default

Section 14.01. **Compliance.** Each owner shall be governed by and shall comply with the terms of the Declaration, by the Articles of Incorporation, Bylaws, and rules and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the Association or other owners to damages, injunctive relief, or any relief described in this Declaration in addition to the remedies provided by the Act, or a combination of such remedies.

Section 14.02. **Liability.** An owner shall be liable for the expense of any maintenance, painting, landscaping, cleaning, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances. In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

Section 14.03. **No Waiver.** The failure of the Association, or any owner to enforce any covenant, restriction, or other provision by the Act, this Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

ARTICLE 15

Amendment

This Declaration may be amended in the following manner:

Section 15.01. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 15.02. **Resolution.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by two (2) or more members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than a two-thirds vote of the entire membership of the Association.

Section 15.03. **Prohibitions.** No such amendment shall discriminate against any owner or against any unit or class or group of units unless the owners so affected shall consent. No amendment shall change any unit nor the share in the common areas appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit and all record owners of liens thereon shall join in the execution of the amendment except as specifically provided elsewhere herein.

Section 15.04. When Effective. A copy of each amendment shall be certified by the President or Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Sedgwick County, Kansas.

Section 15.05. Declarant. By Declarant at any time prior to the effective date hereof.

Section 15.06. Mortgagee's Approval.

a. Two-Thirds Vote. Unless at least sixty-seven percent (67%) of the Mortgagees and at least sixty-seven percent (67%) of the Unit Owners have given their prior written approval, the Association shall not: (i) (except following destruction or condemnation) change any Unit's Common Element interest except as provided in the Condominium Act; (ii) (except following destruction or condemnation) partition, subdivide, abandon, encumber, sell or transfer the common elements of the Condominium (except for the granting of utility easements, etc., pursuant to the Act); (iii) (except following destruction or condemnation) by act or omission withdraw the submission of the property to the Condominium Act; except as provided by the Act; (iv) modify allocating distributions of casualty insurance proceeds or condemnation awards; or (v) use hazard insurance proceeds for losses to the Condominium for any purpose other than repair, replacement or restoration except as provided in Section 9.04 hereof.

b. Majority Vote. Unless at least fifty-one percent (51%) of the Mortgagees and at least sixty-seven percent (67%) of the Unit owners have given their prior written approval, the Association shall not: (i) following destruction or condemnation, change any Unit's common element interest except as provided in the Condominium Act; (ii) following destruction or condemnation, by act or omission, withdraw the submission of the Property to the Act, except as provided by the Act; and (iii) add or amend any material provisions of the condominium instruments which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair or replacement of the common elements (or units if applicable); (4) insurance or fidelity bonds; (5) rights to use of the common elements; (6) maintenance responsibility; (7) expansion or contraction of the Condominium or conversion of convertible Land; (8) boundaries of any Unit; (9) the interests in the common elements or limited common elements; (10) convertibility of Units into common elements or of common elements into Units; (11) leasing of Units; (12) imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer, or otherwise convey the Unit; or (13) any provisions which are for the express benefit of Mortgagees.

Section 15.07. Amendment by Declarant. Notwithstanding any other provision hereof to the contrary, if any amendment is necessary in the judgement of Declarant to cure any ambiguity or to correct or supplement any provisions of the condominium documents that are defective, missing or inconsistent with any provisions thereof, or if such amendment is necessary to conform to the requirements of the Veterans Administration or other secondary mortgage market lender, or insurers with respect to the condominium, then at any time and from time to time Declarant may effect an appropriate corrective amendment without the approval of the owners or the holders of any liens on all or any part of the property. No amendment may be adopted which violates any requirements of the Veterans Administration if such agency has insured any loans on any Units in the condominium.

ARTICLE 16

Termination

The condominium may be terminated in the following manner in addition to the manner provided by the Act:

Section 16.01. Damage and Destruction. In the event it is determined under Subsection 9.04 that the buildings shall not be reconstructed because of at least seventy percent (70%) damage, or as provided in ARTICLE 11 the condominium plan of ownership will be thereby terminated without agreement.

Section 16.02. All Owners. The condominium may be terminated at any time by the approval in writing of all of the owners of the condominium and with the consent of all first mortgagees and all holders of other liens.

Section 16.03. When Effective. The termination of the condominium shall be evidenced by a certificate of the Association executed by the President or Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Sedgwick County, Kansas.

Section 16.04. Tenants In Common. After termination of the condominium, the owners shall own the land, improvements, and facilities and all assets of the Association as tenants in common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be the same as the undivided shares in the common areas appurtenant to the owners' units prior to the termination.

Section 16.05. No Partition. There shall be no judicial partition of the land, improvements, and facilities, or any part thereof, nor shall the Declarant, an owner, or any other person acquiring any interest therein or any part thereof seek any such judicial partition unless the land, improvements, and facilities have been removed from the provisions of the Act as provided for above.

ARTICLE 17

Additional Land

It is anticipated, but shall not be required, that additional land may be added to the condominium as follows:

Section 17.01. Reservation. Declarant hereby reserves the right and option to expand the condominium pursuant to the Act and this Declaration.

Section 17.02. No Limitations. There are no limitations on the option to expand reserved herein to Declarant, except that the maximum number of Units in the condominium shall not exceed thirty-five (35) and the minimum shall be four (4). The consent of the condominium unit owners shall not be required to exercise such option.

Section 17.03. Expiration. The option to expand the condominium shall expire seven (7) years from the date of the recording of this Declaration unless Declarant shall relinquish such option at an earlier date by filing as an amendment to this Declaration a notice of such relinquishment with the Register of Deeds of Sedgwick County, Kansas.

Section 17.04. Legal Description. The legal description of all land that may be added to the condominium are set out on Exhibit "E" attached hereto.

Section 17.05. Determination. The decision as to whether to add any additional land to the condominium shall be exclusively that of Declarant, which shall be under no obligation to add any additional land but may add such portions or all of such land as is described on Exhibit "E" as Declarant may determine, there being no limitation upon Declarant's authority in regard thereto.

Section 17.06. Improvements. Any structure erected on any of the additional land, will be substantially compatible in terms of quality of construction, principal building materials used, and architectural style. Declarant reserves the right to create such limited common areas and facilities within any portion of the additional land to be added to the condominium as Declarant deems proper.

Section 17.07. When Effective. The condominium may be expanded by Declarant's executing and recording the necessary documents pursuant to the Act and, specifically, K.S.A. 58-3115b.

Section 17.08. Rental Operation on Additional Land. Declarant shall have the right to operate any additional land as a rental project with any permissible commercial uses. Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of Declarant. Declarant may, in its sole discretion, lease portions of any such land. Such operations shall be for the benefit of Declarant and neither the Association nor any unit owner (other than Declarant) shall have any right or interest in the profits or losses thereof.

ARTICLE 18

Convertible Land

It is anticipated, but not required, that one or more additional condominium units will be constructed on the Convertible Land as follows:

Section 18.01. Reservation. Declarant hereby reserves the right and option to construct additional condominium units within the Convertible Land as described on Exhibit "A" hereto pursuant to the Act and this Declaration.

Section 18.02. Number of Units. The maximum number of condominium units which may be created within the Convertible Land shall be sixteen (16).

Section 18.03. Expiration. The option to construct additional units shall expire seven (7) years from the date of recording of this Declaration.

Section 18.04. Determination. The decision as to whether to add additional condominium units shall be exclusively that of Declarant, which shall be under no obligation to add additional units, but may add additional units as Declarant may determine, there being no limitations on Declarant's authority in regard thereto.

Section 18.05. Improvements. Any structure erected on the Convertible Land will be reasonably compatible in terms of quality of construction, principal building materials used, and architectural style, to condominium units on other portions of the submitted land, but otherwise there are no limitations on Declarant's authority as to improvements that may be made on Convertible Land. Declarant reserves the right to create such limited common areas and facilities within any portion of the Convertible Land as Declarant deems proper. All condominium units constructed on any Convertible Land shall be the sole property of, and for the sole benefit of, Declarant, and neither the Association nor any Owner (other than Declarant) shall have any right or interest therein or the proceeds or profits therefrom.

Section 18.06. When Effective. The Convertible Land may be converted, from time to time, into one or more condominium units, common areas and facilities by Declarant's executing and recording the necessary documents pursuant to the Act and, specifically, K.S.A. 58-3115a.

ARTICLE 19

Miscellaneous Provisions

Section 19.01. Liability. Neither the Association nor any owner 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 which may or may not be shown on any plans or specifications or on 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 or specifications, nor for any error or defect, nor for any act of omission, nor for creating or maintaining the drainage channels or facilities, nor in any instance whatsoever for developing or maintaining subject land, 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 owner thereof.

Section 19.02. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration and the Articles of Incorporation, Bylaws, and rules and regulations of the Association shall not effect the validity of the remaining portions thereof.

Section 19.03. Agent for Service of Process. Roland Krause, 549 S. Lorraine, Wichita, Kansas, is hereby designated to receive service of process in the cases provided for in the Act. A change in such agent for service may be amended by the Association, evidenced by a certificate signed by either the President or the Secretary of the Association recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 19.04. Special Declarant's Rights. Special Declarant's rights are those rights reserved for the benefit of Declarant and shall include, without limitation, the following rights: (a) to complete improvements indicated on the plans and survey filed with the Declaration; (b) to convert convertible lands; (c) to add additional land; and (d) to maintain sales offices, signs, model units, management offices, customer service offices, and utilize reserve parking areas therefor.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on the date first above written.

SUNNYSIDE VILLAGE, L.L.C.

By Willard Ebersole
Willard Ebersole, President

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this 31st of February, 2000, by WILLARD EBERSOLE as President and on behalf of SUNNYSIDE VILLAGE, a Kansas limited liability company.

Colleen J. Christy
Notary Public

My appointment expires: 5-1-01

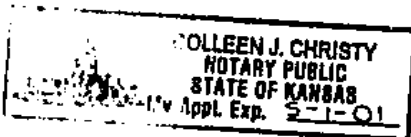


EXHIBIT A

SUBMITTED LAND

**Lot 2, SUNNYSIDE ADDITION to Wichita, Sedgwick County, Kansas,
commonly described as the area bounded by Orme to the south, Chautauqua to
the west, Sunnyside to the north, and Lorraine to the east.**

CONVERTIBLE LAND

**Lot 2, except the North 101 feet of the South 169 feet of the East 78 feet
thereof, and except the South 79 feet of the West 138 feet thereof,
SUNNYSIDE VILLAGE, Wichita, Sedgwick County, Kansas.**

EXHIBIT B

ARTICLES OF INCORPORATION
OF
SUNNYSIDE VILLAGE HOMEOWNERS' ASSOCIATION

A Not For Profit Corporation

The undersigned, in order to form a Not For Profit corporation for the purposes hereinafter stated, under and pursuant to the Kansas General Corporation Code, does hereby certify as follows:

FIRST: The name of this Corporation is Sunnyside Village Homeowners' Association, hereinafter sometimes called the "Association".

SECOND: The address of the Corporation's registered office in the State of Kansas is 3012 E. Orme, Wichita, Sedgwick County, Kansas. The name of its registered agent at such address is Willard Ebersole.

THIRD: This Corporation is not organized for profit, and the primary purpose of this Corporation shall be to provide for the management, maintenance, and care of Sunnyside Village Condominium which will be located upon land described in the Declaration of Condominium recorded with the Register of deeds of Sedgwick County, Kansas.

In furtherance of the foregoing primary purpose, this Corporation shall have the following purposes and powers:

- a) To promote the health, safety, and welfare of the residents within Sunnyside Village;
- b) To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association, as set forth in that certain Declaration of Sunnyside Village Condominium together with any amendments thereto, collectively called the "Declaration", applicable to the above described property and presently or hereafter recorded in the Office of the Register of Deeds of Sedgwick County, Kansas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- c) To fix, levy, collect, and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the above described property of the Association;
- d) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- e) To borrow money, mortgage, pledge, grant security interests in, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- f) To have and exercise any and all powers, rights, and privileges which a corporation organized under the Kansas General Corporation Code as a Not For Profit Corporation may now or hereafter have or exercise; and
- g) To engage in any act or activity which is in furtherance of the above purposes.

FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in ARTICLE THIRD above, and except that net earnings shall inure to the benefit of members, directors, officers, and other private persons by the provision for management, maintenance, and care of Association property and by rebates of excess membership dues, fees, or assessments.

EXHIBIT B

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

FIFTH: This Corporation shall not have authority to issue capital stock, and all voting powers normally vested in stockholders shall be vested in the members of the Corporation. The conditions of membership of the Corporation shall be as set forth in the Bylaws.

SIXTH: The name and mailing address of the Corporation's incorporator are:

Donald E. Schrag
Morris, Laing, Evans, Brock & Kennedy, Chartered
Fourth Floor, 200 W. Douglas
Wichita, KS 67202-3084

SEVENTH: The affairs of the Corporation shall be managed and conducted by a Board of Directors consisting of one (1) or more members, who need not be members of the Association, the exact number to be fixed and determined by the Board of Directors, with full authority in the Board of Directors to vary said number at any time and from time to time. The initial number of directors of this Corporation shall be three (3) Directors.

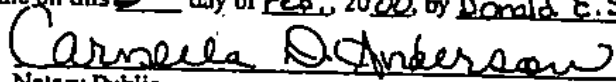
EIGHTH: The original Bylaws of this Corporation shall be adopted by the incorporator. Thereafter, the power to make, adopt, alter, amend, or repeal this Corporation's Bylaws, in whole or in part, at any time and from time to time, shall be vested concurrently in the members and in the Board of Directors of this Corporation, but the authority of the Board of Directors with respect to the Bylaws shall at all times remain subject to the superior authority of the members. The Board shall also have full power and authority to manage this Corporation, and any and all of its assets, properties, businesses, and affairs, including the right to elect such officers and assistant officers, and to designate and appoint such agents suitable compensation, and shall have any and all other and additional powers and authority, not inconsistent with the express terms of these Articles of Incorporation, which are expressly or implicitly granted to, or invested in, them by the statutes or laws of the State of Kansas, as now in effect and as hereafter amended or modified.

NINTH: This Corporation shall have perpetual existence.



STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on this 3rd day of Feb., 2000, by Donald E. Schrag.


Notary Public

My appointment expires: 6-17-2003

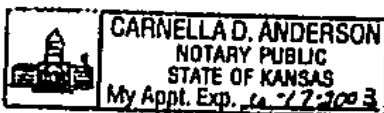


EXHIBIT C

BYLAWS
of
SUNNYSIDE VILLAGE HOMEOWNERS' ASSOCIATION

A Corporation Not For Profit
Under the Laws of the State of Kansas

ARTICLE 1

General Provisions

Section 1.01. Applicability. These are the Bylaws of the Sunnyside Village Homeowners' Association, herein called the "Association", a corporation not for profit under the laws of the State of Kansas. The Association has been organized for the purpose of managing and operating a condominium, which is identified by the name Sunnyside Village, and which will be located upon land described in the Declaration of Condominium.

Section 1.02. Office. The office of the Association shall be 3012 E. Orme, Wichita, Kansas. The fiscal year of the Association shall be the calendar year.

ARTICLE 2

Members' Meetings

Section 2.01. Time and Place. The annual members' meeting shall be held in Wichita, Kansas at least seventy-five (75) days before the beginning of each fiscal year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. The specific time and place of the meeting will be decided by the Board of Directors.

Section 2.02. Special Meetings. Special 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.

Section 2.03. Notice. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called shall be given to the President, Vice-President, or Secretary unless waived in writing. Such notice shall be in writing to each member at the address herein referenced above in Section 1.02 and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Notice of meeting may be waived before or after the meeting.

Section 2.04. Quorum. A quorum at members' meetings shall consist of persons present in person or by proxy entitled to cast fifty percent (50%) or more of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least 10 days, and adequate notice of the new date shall be given as described in Sub-paragraph(c) of this Section.

Section 2.05. Voting and Conditions of Membership. The membership of the Association shall be limited to Owners of Units in Sunnyside Village Condominium, and each Owner of a Unit shall be a member of the Association subject to the provisions of these bylaws.

On any matter presented for a vote, the owner of each unit shall be entitled to cast one vote, providing all monthly and special assessment dues are paid to date. The vote shall be in proportion to the undivided interest in the common areas appurtenant to each unit, except for the election of directors as hereinafter provided.

EXHIBIT C

If a unit is owned by one person, his/her right to vote shall be established by the record title to his/her unit.

If a unit is owned by more than one person, or is under lease, the person(s) entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person(s) entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President, or Vice-President, and attested by the Secretary, or Assistant Secretary, of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the unit concerned. A certificate designating person(s) entitled to cast the vote of a unit may be revoked by any owner thereof.

Section 2.06. Proxies; Written Consent. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting. Any action required or permitted to be taken at any meeting of members may be taken without a meeting, prior notice, or a vote, if a written consent, setting forth the action so taken, shall be signed by the members necessary to take such action at a meeting at which all members entitled to vote were present and voted. Prompt notice of the making of such corporate action shall be given to those members who have not executed said written consent.

Section 2.07. Order of Business. The order of business at annual membership meetings, and so far as practical, at all other members' meetings, shall be:

- a. election of chairman of the meeting;
- b. calling of the roll and certifying of the proxies;
- c. proof of notice of meeting or waiver of notice;
- d. reading and disposal of any unapproved minutes;
- e. reports of officers;
- f. reports of committees;
- g. election of inspectors of election;
- h. election of Directors (if necessary);
- i. unfinished business;
- j. new business; and
- k. adjournment.

ARTICLE 3

Directors

Section 3.01. Number. The affairs of the Association shall be managed by a board of from three (3) to nine (9) directors as may be determined from time to time by the Board of Directors, or by the members. Directors' fees, if any, shall be determined by the members. The initial Board of Directors shall be designated by Declarant.

Section 3.02. Election. Election of Directors shall be conducted at the annual members' meeting, except as provided elsewhere herein. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate the number of Directors as determined by the Board and these Bylaws. Additional nominations for directorships and Directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes (the same number of votes as there are vacancies to be filled) all for one Director or for several Directors, i.e. there shall be cumulative voting for Directors.

EXHIBIT C

Section 3.03. Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 3.04. Removal. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by members of the Association at the same meeting.

Section 3.05. Term. The term of each Director's service shall extend until the next annual meeting of the members, or until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Section 3.06. Organizational Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.

Section 3.07. 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.

Section 3.08. Special meetings. Special meetings of the Directors may be called by the President, or Secretary, and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally, or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting, which notice shall state the time, place, and purpose of the meeting.

Section 3.09. Waiver. 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. Actions by the Board of Directors may be taken without a meeting, if consented thereto in writing by all the Directors and such consent is filed with the minutes of the Board. A board meeting may be held by telephone conference, or similar means.

Section 3.10. 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, Articles of Incorporation, or these Bylaws. If, at any meeting of the Board of Directors, less than a quorum is 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. 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.

Section 3.11. Presiding Officer. The presiding officer of Directors' meetings shall be the chairman of the Board, if such an officer has been elected, or if not, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number of preside.

Section 3.12. Order of Business. The order of business at Directors' meetings shall be:

- a. calling of roll;
- b. proof of due notice of meeting;
- c. reading and disposal of any unapproved minutes;
- d. reports of officers and committees;
- e. election of officers;
- f. unfinished business;
- g. new business; and
- h. adjournment.

EXHIBIT C

Section 3.13. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Act or the condominium instruments required to be exercised and done by the Association. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such rules and regulations shall not be in conflict with the Act or the condominium instruments. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall on behalf of the Association;

- a. Prepare and adopt an annual budget, in which there shall be expressed the assessments of each unit owner for the common expenses.
- b. Make assessments against unit owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the unit owners and establish the period of the installment payment of the annual assessment for common expenses.
- c. Provide for the operation, care, upkeep and maintenance of all the Property and services of the Condominium.
- d. Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the common elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.
- e. Collect the assessments against the unit owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.
- f. Make and amend the rules and regulations.
- g. Open bank accounts on behalf of the Association and designate the signatories thereon.
- h. Make, or contract for the making of repairs, additions and improvements to or alterations of the Property, with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- i. Enforce by legal means the provisions of the Declaration, these Bylaws and the rules and regulations, act on behalf of the unit owners with respect to all matters arising out of any eminent domain proceeding, and notify the owners of any litigation against the Association involving a claim in excess of ten percent (10%) of the amount of the annual budget.
- j. Obtain and carry insurance against casualties and liabilities, as provided in the Declaration, pay the premiums therefor and adjust and settle any claims thereunder.
- k. Pay the cost of all authorized services rendered to the Association and not billed to unit owners of individual units or otherwise provided for in the Declaration.
- l. Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the common elements and any other expenses incurred. Such books and vouchers accrediting the entries therein shall be available for examination by the unit owners, their attorneys, accountants, Mortgagees and authorized agents during general business hours on business days at the times and in the manner set and announced by the Board of Directors for the general knowledge of

EXHIBIT C

unit owners. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least once each year by an independent auditor retained by the Board of Directors who shall not be a resident of the Condominium or a unit owner. The cost of such audit shall be a common expense.

m. Notify a Mortgagee of any default hereunder by the unit owner of the unit subject to such Mortgage, in the event such default continues for a period exceeding sixty (60) days.

n. Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the common elements; provided, however, that the consent of at least two-thirds (2/3) in number and in Common Element Interest of all unit owners, obtained either in writing or at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of ten thousand dollars. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subsection "n" is not repaid by the Association, a unit owner who pays to the creditor a percentage of the total amount due equal to his Common element Interest in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such unit owner's condominium unit, and the Association shall not be entitled to assess his unit for payment of the remaining amount due such creditor.

o. Acquire, hold and dispose of condominium units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Association or if the Association votes to allow such expenditures.

p. In its sole discretion, from time to time to designate certain common elements as Reserved Common Elements and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

q. Do such other things and acts not inconsistent with the Act or the condominium instruments which the Board of Directors may be authorized to do by a resolution of the Association.

r. Unless control of the Association is turned over to the Association at an earlier date by Declarant, such control shall be retained by Declarant but shall be delivered to the Association prior to the earlier of one hundred twenty (120) days after the date by which seventy-five percent (75%) of the total of all projected units have been conveyed to unit owners other than Declarant or five (5) years after the date on which the first unit has been conveyed to a unit owner other than Declarant.

ARTICLE 4

Officers

Section 4.01. **Officers.** The executive officers of the Association shall be a President, who shall be a Director, one (1) or more Vice-Presidents, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the Directors at any meeting. Any person may hold (2) or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors may, from time to time, elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation of officers shall be fixed by the Board of Directors.

Section 4.02. **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, 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.

EXHIBIT C

Section 4.03. Vice-President. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform 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 Directors.

Section 4.04. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and 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 have custody of the seal of the Association, if any, and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 4.05. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall cause the books of the Association to be kept in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

Section 4.06. Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign, at any time, by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.07. Covenants Committee.

a. Purposes. The Board of Directors shall establish a Covenants Committee, consisting of three (3) members appointed by the Board, each to serve for a term of two (2) years, in order to assure that the Condominium shall always be maintained in a manner: (1) providing for visual harmony and soundness of repair; (2) avoiding activities deleterious to the aesthetic or property values of the Condominium; (3) furthering the comfort of the unit owners; their guests and tenants; and (4) promoting the general welfare and safety of the Condominium community. Associate members of the Association may serve on this committee.

b. Powers. The Covenants Committee shall regulate the appearance, use and maintenance of the common elements. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses, or consultations required in connection with improvements or charges proposed by a unit owner. The Covenants committee shall have the power to impose reasonable fines (pursuant to subsection 6.07 of the Declaration) upon, and issue a cease and desist request to, a unit owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the condominium instruments, the Rules and Regulations or resolutions of the Board of Directors (upon petition of any unit owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the condominium instruments, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a unit owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

c. Authority. The Covenants Committee shall have such additional duties, power and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Directors.

EXHIBIT C

Section 4.08. Architectural Review Committee.

a. **Purposes.** The Board of Directors shall establish an Architectural Review Committee, consisting of three (3) members appointed by the Board, each to serve for a term of two (2) years, in order to assure that new units are in compliance with the general directives of the Association and the Declaration.

b. **Powers.** The Architectural Review Committee will review and approve all plans for buildings that will be a part of the Condominium. Any action, ruling or decision of the Architectural Review Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

c. **Authority.** The Architectural Review Committee shall have such additional duties, power and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Architectural Review Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Architectural Review Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations, the Declaration, or by resolution of the Board of Directors.

ARTICLE 5

Operation of the Condominium

Section 5.01. **Accounting.** The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications and as shall be appropriate, all of which expenditures shall be common expenses.

a. "Current expenses," which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements, or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. "Reserve for deferred maintenance," which shall include funds for maintenance items which occur less frequently than annually.

c. "Reserve for replacement," which shall include funds for repair or replacement required because of damage, depreciation, or obsolescence.

d. "Additional improvements," which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common areas.

Section 5.02. **Budget.** The Board of Directors at least one hundred five (105) days before the beginning of each fiscal year shall adopt a budget for the next fiscal year, which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed in Section 5.01 of these Bylaws. Said budget, in a reasonably itemized form, shall be sent to each unit owner not less than sixty (60) days before the beginning of each fiscal year.

Section 5.03. **Assessments.** The Board of Directors of the Association shall have the power and authority to determine the amount of the general and special assessments, except that if the total assessments for a year will exceed the total assessments of the previous year by more than thirty percent (30%), such additional assessment must be approved by a majority of the members at a duly held meeting.

EXHIBIT C

After an assessment has been levied, it shall be the duty and obligation of the Board of Directors and the officers of the Association to take the necessary steps to enforce the collection of such assessments and foreclose the lien of such assessments, as set out in the Declaration.

Section 5.04. 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. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

Section 5.05. Audit. An audit of the accounts of the Association shall be made annually by a qualified public accountant, and a copy of the report shall be furnished to each member not later than May 1 of the year following the year for which the report is made.

ARTICLE 6

No Liability

Section 6.01. Liability of the Board of Directors, Officers, Unit Owners and Association. The officers, directors and members of the Covenants Committee shall not be liable to the Association or any unit owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Officers and directors from and against all contractual liability to others arising out of contracts made by the Officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Act or the condominium instruments, except to the extent that such liability is satisfied by directors and officers liability insurance. Officers and directors shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners Association. The liability of any unit owner arising out of any contract made by the Officers or Board of Directors, or out of the indemnification of the Officers or directors, or for damages as a result of injuries arising in connection with the common elements solely by virtue of his ownership of a unit or for liabilities incurred by the Association, shall be limited to the total liability multiplied by his percentage interest in the common elements. Every agreement made by the Officers, the Board of Directors or any managing agent on behalf of the Association shall, if obtainable, provide that the Officers, the directors or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to the total liability thereunder multiplied by his percentage interest in the common elements. The Association shall indemnify and hold harmless each of the members of the covenants committee from and against all liability to others arising out of the due exercise of their responsibilities unless their action shall have been taken in bad faith or contrary to the provisions of the Act or the condominium instruments. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was an Officer or director of the Association or a member of the Covenants Committee against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Condominium.

Section 6.02. Services. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a common expense, or for injury or damage to persons or property caused by the elements or by the unit owner of any condominium unit, or any other persons, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the common elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any unit owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any governmental authority.

EXHIBIT C

ARTICLE 7

Parliamentary Rules

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings, when not in conflict with the Declaration, the Articles of Incorporation, or these Bylaws.

ARTICLE 8

Amendment

These Bylaws may be amended in the following manner:

Section 8.01. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 8.02. Manner of Amendment. These bylaws may be amended only as provided in the Declaration with regard to amendments of the Declarations.

Assistant Secretary


Willard Ebersole

EXHIBIT D

SUNNYSIDE VILLAGE CONDOMINIUM RULES AND REGULATIONS

In order to maintain and preserve the beauty, dignity and peace of each individual unit and the buildings, and for mutual protection among the Owners, these rules are adopted.

1. Any sidewalks, entries, and stairways on the outside of the several units shall not be obstructed or used for any other purpose than for ingress and egress to and from the respective units.
2. Water shall not be left running any unreasonable or unnecessary length of time. (Please remember to disconnect and empty all outdoor hoses prior to onset of first freeze.)
3. Any damage to the building caused by the moving or carrying of furniture, merchandise, or packages shall be paid by the owner thereof or the owner to whom or from whom such items are being delivered.
4. No owner shall interfere in any manner with any heating or lighting apparatus in or about the common areas, or in or about the building containing same, except such apparatus used to serve said Owner's unit.
5. Owners shall strictly observe, and shall cause strict observance by their guests and all other persons who are on the premises with the Owner's consent, all rules and regulations issued from time to time by the Association with respect to public areas.
6. Satellite dishes require prior approval from the association if they are placed outside the dwelling.
7. No decorating, alterations, or painting to the common areas shall be done by the Owners without permission of the Association.
8. Clotheslines are permitted, so long as the clothesline and poles are within the limited common areas.
9. Owners shall not make or permit any disturbing noises in the units by his family, servants, employees, or visitors, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Owners. No Owner shall play upon or permit to be played any musical instrument or operate or permit to be operated any phonograph, radio or television set if the same shall disturb or annoy other occupants of the building or neighborhood.
10. No Owner shall cut or permit his family, servants, employees, or visitors to cut flowers or shrubs, or pick or cut branches from trees, on the common areas. No vegetable plots or flower gardens shall be planted or cultivated on the common areas except in areas so designated by the Association.
11. Parking of trucks or commercial vehicles, boats, recreational vehicles or trailers, and "dead storage" (such as the parking of cars for an indefinite period or for any major overhaul requiring an indefinite parking period) are prohibited except in areas so designated by the Association.
12. Owners shall keep the unit entrances and exteriors free and clear of unsightly objects.
13. All garbage and other refuse shall be kept in the kind of container specified by the Association, shall be placed in the locations specified by the Association for collection, and shall be prepared for collection in the manner required by the Association.
14. No employees or agents of the Association shall be used for work which is the responsibility of an owner, unless arrangements are made with the Association.
15. Complaints regarding services or operation of the common areas shall be made in writing to the Association.

EXHIBIT D

16. Any owner wishing to sell his/her unit, must allow the Association, then the Declarant, first right of refusal prior to placing the unit on the open market.

17. An owner may apply to the Association for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by the Association for good cause shown, if, in the Association's judgment, such temporary waiver will not unreasonably interfere with other owners. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Association.

18. These Rules and Regulations may be supplemented, repealed, or modified from time to time by a majority vote of the Board of Directors of the Association. No such additional or modified rule or regulation shall take effect until communicated, in writing, to the owners. Any rule or regulation adopted by the Association can be repealed, or otherwise superseded, by a majority vote of the owners.

EXHIBIT E

ADDITIONAL LAND

Lot 1, Sunnyside Addition to Wichita, Sedgwick County, Kansas, commonly described as the area bounded by Sunnyside to the south, Chaulauqua to the west, Kellogg to the north, and the east-bound Kellogg on-ramp to the east.



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28564243

Receipt #: 1550795
Pages Recorded: 14

Recording Fee: \$60.00

Cashier Initials: DG

Authorized By: 

Date Recorded: 4/28/2004 1:05:59 PM



GRANTOR SUNNYSIDE VILLAGE LLC

GRANTEE OWNER OF RECORD

RECORDED DATE _____

TYPE OF DOCUMENT MISC.AMDT

NUMBER OF PAGES _____

RECORDING FEES \$60.00

MTG REG TAX _____

TOTAL AMOUNT \$60.00

☐ **CA**
☐ **CC**
☐ **CK**
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☐ **CN**
☐ **FT**
☐ **GT**
☐ **LA**

☐ **LS**
☐ **LT**
☐ **OT**
☐ **SE**

Return Address: SECURITY ABSTRACT & TITLE CO.

PS-1945

DOC. #/FLM-PG: 28564243

**AMENDMENT NO. 1 TO DECLARATION OF CONDOMINIUM
OF
SUNNYSIDE VILLAGE**

This amendment is made this 19th day of April, 2004, by SUNNYSIDE VILLAGE, LLC, hereinafter called "Declarant".

WITNESSETH: That,

WHEREAS, there has heretofore been placed of record with the Register of Deeds of Sedgwick County, Kansas, that certain Declaration of Condominium of Sunnyside Village, recorded February 3, 2000, on Film 2011 at page 1530 (the "Declaration"); and

WHEREAS, said Declaration provides for the inclusion of additional units through a series of amendments and Declarant desires to incorporate two additional units; and

WHEREAS, both the Declarant and all of the Owners are agreed that the total number of units on the Submitted Land added should never exceed fourteen (14); and

WHEREAS, this Amendment has been duly proposed, adopted and approved in accordance with Article 15 of the Declaration and with the unanimous consent of all Owners and all record owners of any liens on any unit.

NOW, THEREFORE, the hereinabove described Declaration of Condominium is amended as follows:

1. Description of Units. Section 3.03.c. is amended to read, in its entirety, as follows:

Section 3.03. Description of Units.

c. The condominium units which have been constructed on the date of the recording of this Amendment No. 1 are described as follows:

1. Unit A, in Building 1, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of this Declaration; contains approximately 1200 square feet on the main floor, with 6 rooms on each floor; and has immediate access to a drive leading to a public street. L

2. Unit B, in Building 1, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of this Declaration; contains approximately 1200 square feet on the main floor, with 5 rooms on each floor; and has immediate access to a drive leading to a public street.

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3. Unit A, Building 3, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of this Declaration; contains approximately 1460 square feet on the main floor with 7 rooms, and 6 rooms in the basement; and has immediate access to a drive leading to a public street.

4. Unit B, in Building 3, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of this Declaration; contains approximately 1350 square feet on the main floor with 7 rooms, and 6 rooms in the basement; and has immediate access to a drive leading to a public street.

5. Unit A, in Building 2, is a one-story unit with basement located near the southeast corner of the Convertible Land on the west side of Building 2; contains approximately 1150 square feet on the main floor with 4 rooms, and 5 rooms in the basement; and has immediate access to a drive leading to a public street.

6. Unit B, in Building 2, is a one-story unit with basement located near the southeast corner of the Convertible Land on the east side of Building 2; contains approximately 1050 square feet on the main floor with 3 rooms, and 5 rooms in the basement; and has immediate access to a drive leading to a public street.

d. The initial limited common areas and facilities as pertinent to Unit A, Building 3, and Unit B, Building 3, are those limited common areas described in Section 2.02.j.

2. Shares of Common Areas and Expenses. Section 4.02 of the Declaration regarding determination of the undivided interest appurtenant to each unit and the share of common expenses is amended to read, in its entirety, as follows:

Section 4.02. Determination. Except as provided in Section 4.03, the undivided interest appurtenant to each unit constructed on the date of this Declaration as set forth in Section 3.03.c., and any unit hereafter constructed on the Convertible Lands, shall be 1/14th. The percentage undivided interest of each owner in the common areas and the right to exclusive possession of the adjoining limited common areas is appurtenant to the unit owned by him or her. Such undivided interest may not be separated from the unit to which it appertains and shall be deemed to be transferred with the unit whether or not expressly mentioned in any instrument of transfer describing the unit. So long as fewer than fourteen (14) units have been constructed on the Committed Land, there shall be allocated to the Declarant any undivided interest remaining after an undivided 1/14th interest has been allocated to the owners of each unit. To the extent of the interest so allocated to the Declarant, the Declarant shall be liable for ad valorem real estate taxes and special assessments imposed on the Common Areas.

Section 4.04 of the Declaration is amended to refer to seven (7) years from the date of recording of this Amendment No. 1.

3. Restrictions on Use. Article 10, subsection f. is amended to read, in its entirety, as follows:

f. No planting or gardening shall be done in the common areas or limited common areas, except in places so designated by the Association or without Association permission. No additional fences, hedges or walls shall be erected by an owner in the common areas, but may be erected in a limited common area subject to the approval of the Architectural Review Committee, with the understanding that the Association will in no way maintain or replace such additions. Except for the right of ingress and egress, owners are hereby prohibited and restricted from using any of the condominium outside their respective units and the adjoining limited common areas, except as may be allowed by this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations. It is expressly acknowledged and agreed by all parties concerned that this provision is for the mutual benefit of all owners in the condominium and is necessary for the protection of the owners and their rights and interests herein.

4. Convertible Land. Sections 18.02 and 18.03 of the Declaration are amended to read, in their respective entireties, as follows:

18.02. Number of Units. The maximum number of condominium units which may be created within the Submitted Land shall be fourteen (14).

18.03 Expiration. The option to construct additional units shall expire seven (7) years from the date of recording of this Amendment No. 1 to Declaration of Condominium of Sunnyside Village. It is the intent of all Owners of, and holders of any mortgage covering, any Unit that this Amendment shall be deemed the Declaration for purposes of KSA Sec. 58-3115a, and that the seven year period specified therein shall refer to seven years from the recordation of this Amendment.

5. Exhibit A to the Declaration is amended to read as provided in Exhibit A to this Amendment No. 1.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the date written above.

SUNNYSIDE VILLAGE, L.L.C.

By: 
Willard Ebersole, President

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 19th day of April, 2004, by WILLARD EBERSOLE as President and on behalf of SUNNYSIDE VILLAGE, L.L.C., a Kansas limited liability company.

Anne Lively
NOTARY PUBLIC

My appointment expires:

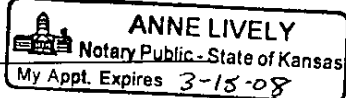


EXHIBIT A

SUBMITTED LAND

Lot 2, SUNNYSIDE VILLAGE, Wichita, Sedgwick County, Kansas, commonly described as the area bounded by Orme to the south, Chautauqua to the west, Sunnyside to the north, and Lorraine to the east.

CONVERTIBLE LAND

Lot 2, except the North 101 feet of the South 169 feet of the East 78 feet thereof, and except the South 79 feet of the West 138 feet thereof and except Building #2, Sunnyside Village, Wichita, Sedgwick County, Kansas.

Consent to amend the "Declaration of Condominium" for Sunnyside Village

The undersigned, being all of the members of Sunnyside Village, together with a representative of Emprise Bank in Wichita, Kansas, and being all of the persons and/or entities with a financial interest in Sunnyside Village do hereby consent to an amendment to the "Declaration of Condominium" for Sunnyside Village.

This amendment is necessitated by the fact that the original declaration specified 16 housing units in the plat or plan for the Village. Subsequently it was determined that the land space would accommodate only 14 such units. Therefore the amendment is to reconcile the 'declaration' with the reality of space available.

This amendment has been fully discussed in the regular meetings of the Sunnyside Village LLC on Dec. 13, 2003 and July 17, 2003, all members having been present at both meetings. Minutes of the meetings of 4/26/03, 10/21/02, 8/27/02 and 7/01/02 also reflect discussion of the need to make this change.

Dated 4/15/2004


Willard Ebersole


Roland L Krause

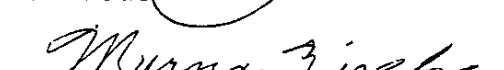

Ellen Ebersole

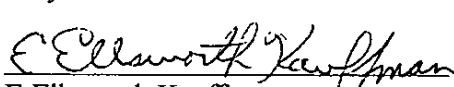

Marjorie Krause

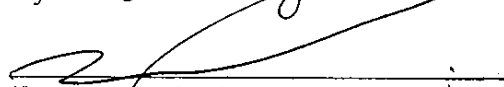

Nathan Ebersole


Vern Zielke


Judy Ebersole


Myrna Zielke


E. Ellsworth Kauffman


For Emprise Bank

LIENHOLDER'S CONSENT

EMPRISE BANK, holder of a lien as shown of record on Units A and B, Building 1, hereby consents to the provisions of Amendment No. 1 to Declaration of Condominium of Sunnyside Village.

IN WITNESS WHEREOF, Emprise Bank has executed this consent as of the date shown on Amendment No. 1 to Declaration of Condominium of Sunnyside Village.

EMPRISE BANK

By: _____

Name: _____

Title: _____

Cy Mauck, Senior Vice President

ACKNOWLEDGMENT

STATE OF KANSAS)

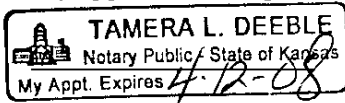
) ss:

COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 19 day of April, 2004, by
Tamera L. Deeble as Senior Vice President of EMPRISE BANK.
Cy Mauck

Tamera L. Deeble
NOTARY PUBLIC

My appointment expires:



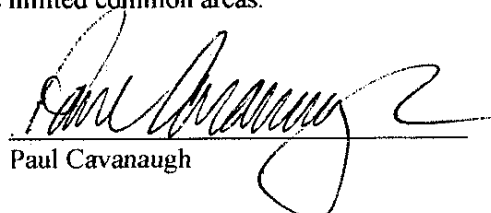
**SUNNYSIDE VILLAGE CONDOMINIUM CERTIFICATION
FOR
BUILDING NO. 2**

3022 - 3024 E. ORME

STATE OF KANSAS, SEDGWICK COUNTY, SS:

PAUL CAVANAUGH, of lawful age, after being first duly sworn, states:

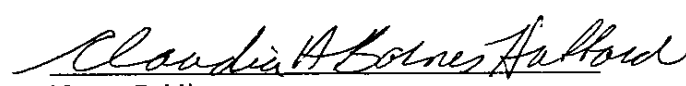
1. He is a duly licensed architect pursuant to all applicable laws of the State of Kansas, doing business as "Places Architects."
2. Attached hereto, marked Exhibits A and B, is a set of the record drawing floor plans of Sunnyside Village Condominium Building No. 2, showing the layout, location, apartment numbers and dimensions of the apartments. This is to certify pursuant to K.S.A. 58-3113 that such set of floor plans of the building is an accurate copy of portions of the plans of the building, as filed with and approved by the City of Wichita, the governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.
3. This is to further certify pursuant to K.S.A. 58-3113 that the plans referred to in Paragraph 2 of this Certificate and attached hereto fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built subject to limitations as noted thereon.
4. Attached hereto, marked Exhibit C, is a plat of survey of the submitted land and foundation of Sunnyside Village Condominium Building No. 2. The plat of survey further shows the location of permanent common areas and improvements which are assigned to owners as limited common areas.


Paul Cavanaugh

STATE OF KANSAS, SEDGWICK COUNTY, SS:

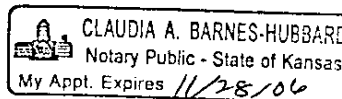
PAUL CAVANAUGH, of lawful age, being first duly sworn, on his oath states: That he is the above-named architect; that he has read the above and foregoing Certificate and knows the contents thereof; and that all statements therein made are true.

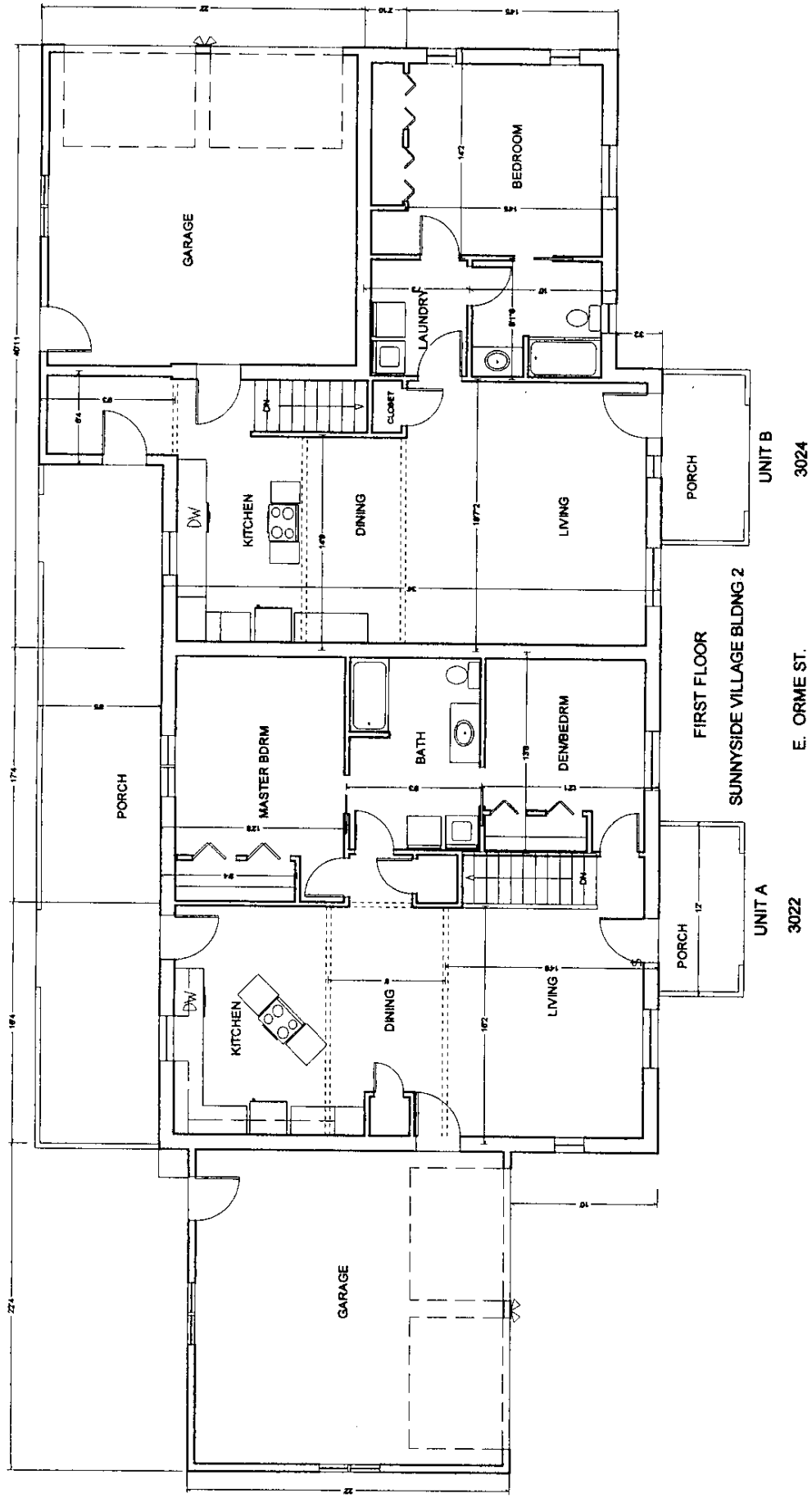
Subscribed and sworn to before me this 12th day of April, 2004.


Notary Public

My appointment expires: 11/28/06

-8-





PLACES

ARCHITECTS

100 E. WATERMAN WICHITA, KANSAS 67202 316-262-5822

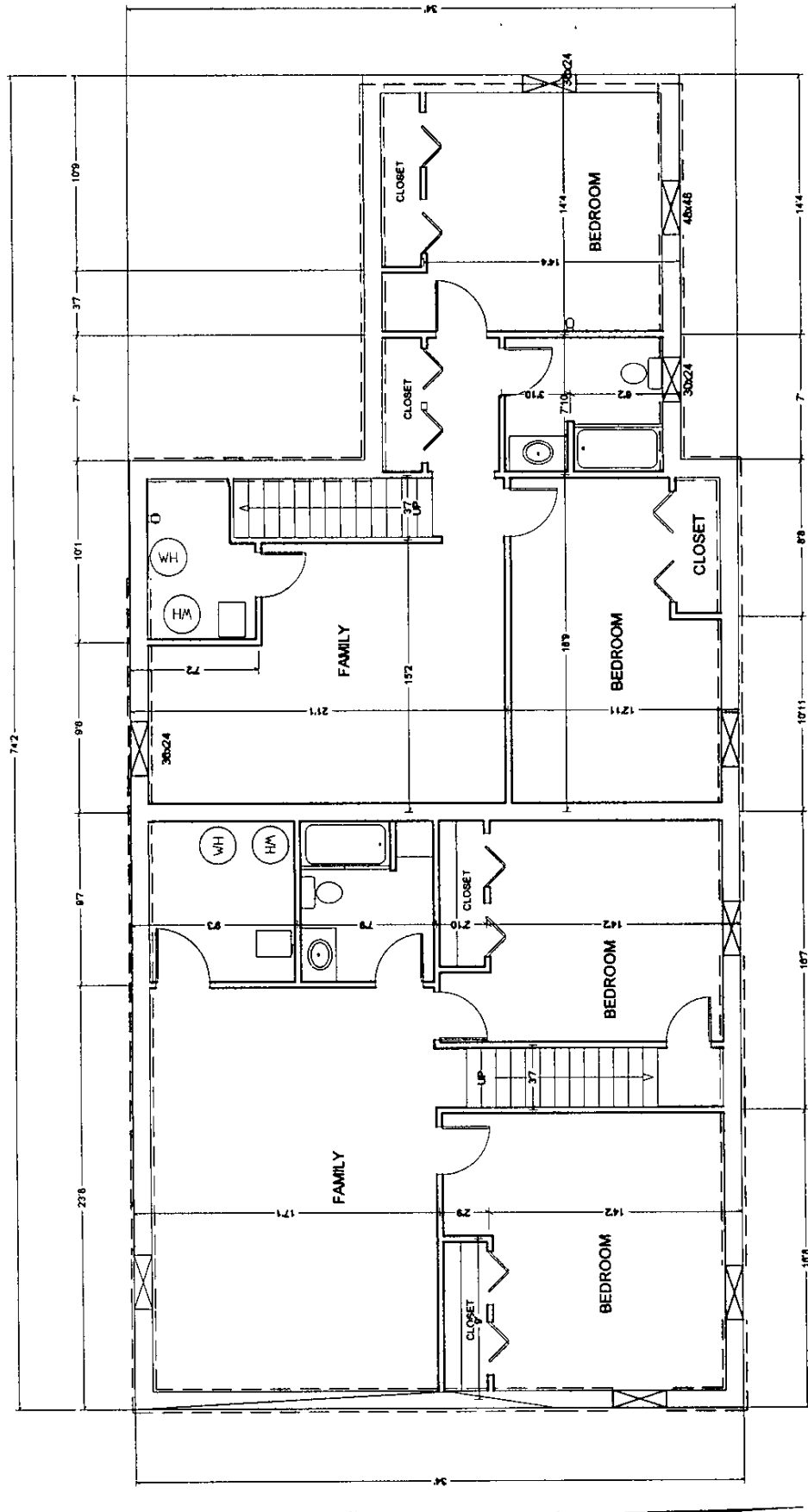
EXHIBIT 'A'

DATE 4/14/04

SUNNYSIDE VILLAGE CONDOMINIUM

BUILDING NO. 2, FIRST FLOOR

WICHITA, KANSAS



UNIT B

BASEMENT

SUNNYSIDE VILLAGE BLDG 2

3024

E. ORME ST.

PLACES

ARCHITECTS

100 E. WATERMAN WICHITA, KANSAS 67202 316-262-8822

EXHIBIT 'B'

DATE 4/14/04

SUNNYSIDE VILLAGE CONDOMINIUM

BUILDING NO. 2, BASEMENT

WICHITA, KANSAS

Project No 27560G

Sunnyside Village
LLC

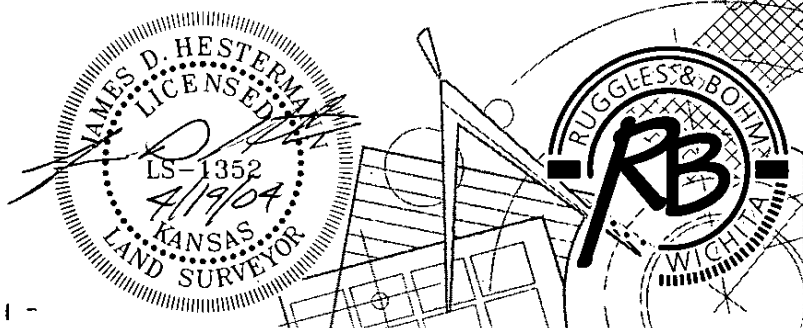
State of Kansas)
) SS
Sedgwick County)

We, Ruggles & Bohm, P.A., Land Surveyors in aforesaid county and state, do hereby certify that, under the supervision of the undersigned, we did on the 14th day of April, 2004, perform an inspection of the following described property:

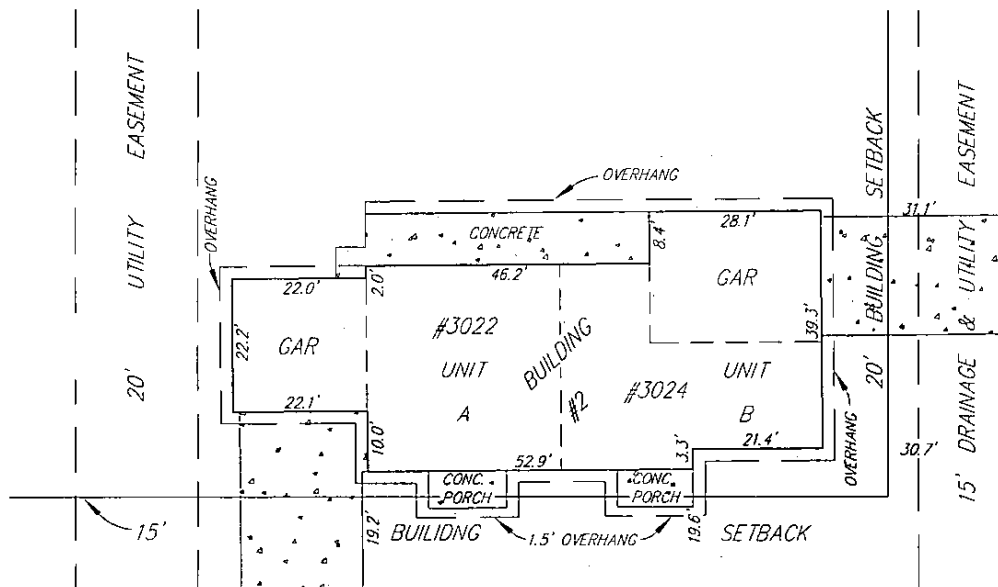
Unit B, Building 2, in Sunnyside Village Condominium, located on a portion of Lot 2, Sunnyside Village, Wichita, Sedgwick County, Kansas, together with an undivided interest in the common areas and facilities as established in the Declaration filed on Film 2011, Page 1530.

On said parcel are Unit No.'s 3022 and 3024 with attached garages, which are in the clear of all boundary lines. There are no encroachments on said parcel by buildings on the adjacent parcels.

The accompanying sketch is a true representation to the best of our knowledge and was prepared for mortgage title insurance only. This document does not constitute a boundary survey and no property corners were set. This inspection and the dimensions of the property shown are subject to any inaccuracies that a subsequent boundary survey may disclose and is not to be used to establish fences, structures or other improvements to the property. No Warranty is extended herein to the present or future owners or occupants.



MORTGAGE TITLE INSPECTION
(This does not constitute a boundary survey.)
Note: Positional tolerance of setback and offside
dimensions is 0.5± foot unless otherwise noted.



ORME

LORRAINE



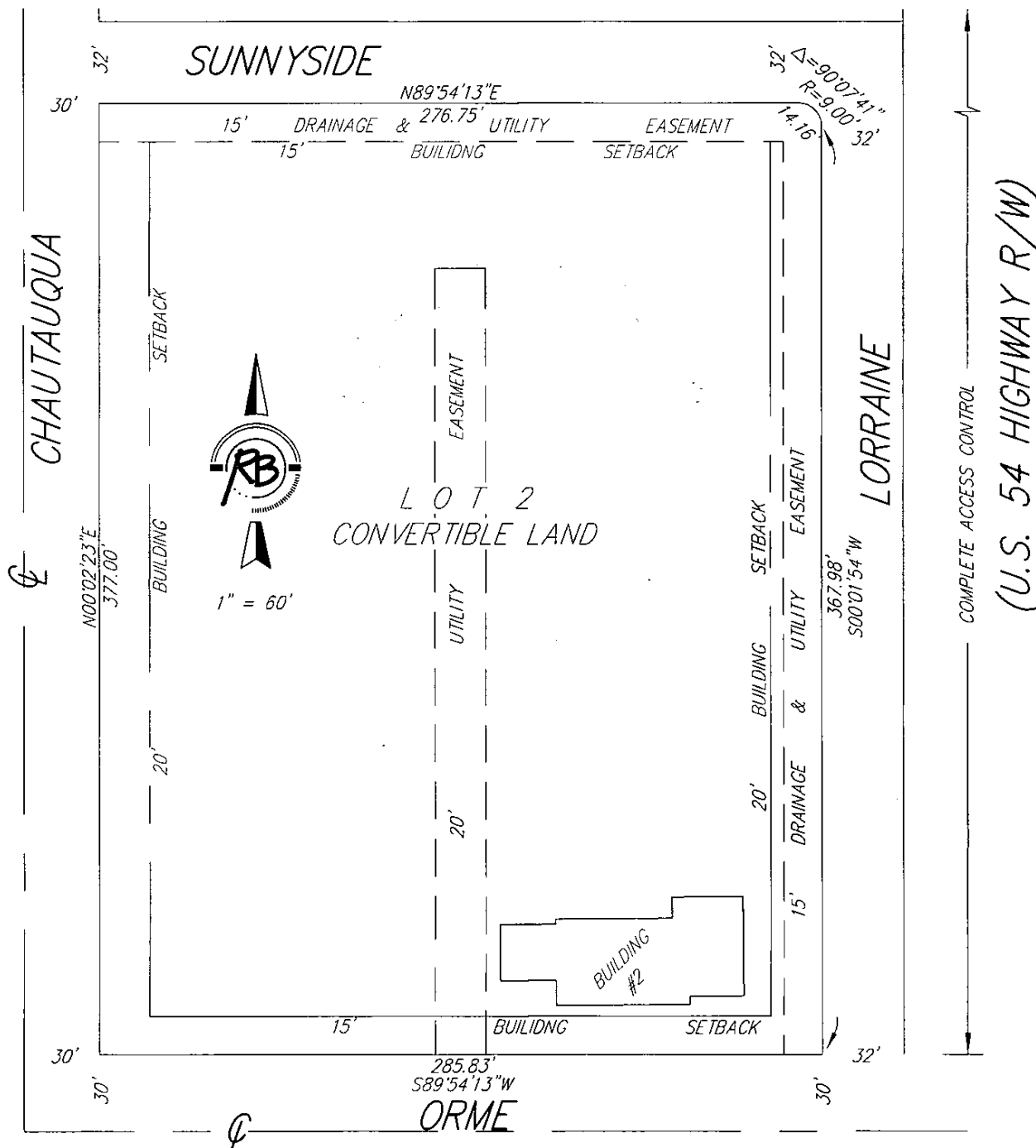
1" = 30'

ALL OVERHANGS ARE 2.0' UNLESS
OTHERWISE MARKED

DWG FILE: 27560G
PROJECT NO. 27560G

(This does not constitute a boundary survey.)

Note: Positional tolerance of setback and offside dimensions is $0.5 \pm$ foot unless otherwise noted.



DWG FILE: 27560G1
PROJECT NO. 27560G



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29077194

Receipt #: 1723370
Pages Recorded: 11
Cashier Initials: KV

Recording Fee: \$48.00
Authorized By: 

Date Recorded: 7/17/2009 2:10:03 PM



Grantor	<u>SUNNYSIDE VILLAGE LLC</u>
Grantee	<u>SUNNYSIDE VILLAGE HOMEOWNERS ASSOCIATION</u>
Type of Document	<u>AMENDMENT TO DECLARATION</u>
Recording Fees	<u>\$48.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$48.00</u>
Return Address	<u>MORRIS LAING EVANS BROCK & KENNEDY CH</u>
	<u>300 N MEAD STE 200</u>
	<u>WICHITA KS 67202</u>
	<u></u>

**AMENDMENT NO. 2 TO DECLARATION OF CONDOMINIUM
OF
SUNNYSIDE VILLAGE**

This Amendment No. 2 is made this 28th day of July, 2009, by SUNNYSIDE VILLAGE, LLC, hereinafter called "Declarant," and by SUNNYSIDE VILLAGE HOMEOWNERS ASSOCIATION, hereinafter called the "Association."

WITNESSETH: That,

WHEREAS, there has heretofore been placed of record with the Register of Deeds of Sedgwick County, Kansas, that certain Declaration of Condominium of Sunnyside Village, recorded February 3, 2000, on Film 2011 at page 1530, as amended by Amendment No. 1, recorded April 28, 2004, at Doc#/Flm-Pg: 28564243 (the "Declaration"); and

WHEREAS, said Declaration provides for the inclusion of additional units through a series of amendments and Declarant and the Association desire to incorporate three (3) additional units on the Convertible Land as provided in Article 18 thereof; and

WHEREAS, this Amendment has been duly proposed, adopted and approved in accordance with Article 15 of the Declaration and with the unanimous consent of all Owners and all record owners of any liens on any unit.

NOW, THEREFORE, the hereinabove described Declaration of Condominium is amended as follows:

1. Description of Units. Section 3.03.c. is amended to read, in its entirety, as follows:

Section 3.03. Description of Units.

c. The condominium units which have been constructed on the date of the recording of this Amendment No. 2 are described as follows:

1. Unit A, in Building 1, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of the Declaration; contains approximately 1200 square feet on the main floor, with 6 rooms on each floor; and has immediate access to a drive leading to a public street.

2. Unit B, in Building 1, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of the Declaration; contains approximately 1200 square feet on the main floor, with 5 rooms on each floor; and has immediate access to a drive leading to a public street.

3. Unit A, Building 3, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of the Declaration; contains approximately 1460 square feet on the main floor with 7 rooms, and 6 rooms in the basement; and has immediate access to a drive leading to a public street.

4. Unit B, in Building 3, is a one-story unit with basement located as shown in the plat of survey recorded simultaneously with the recording of the Declaration; contains approximately 1350 square feet on the main floor with 7 rooms, and 6 rooms in the basement; and has immediate access to a drive leading to a public street.

5. Unit A, in Building 2, is a one-story unit with basement located near the southeast corner of the Convertible Land on the west side of Building 2 as shown in the plat of survey recorded simultaneously with the recording of Amendment No. 1; contains approximately 1150 square feet on the main floor with 4 rooms, and 5 rooms in the basement; and has immediate access to a drive leading to a public street.

6. Unit B, in Building 2, is a one-story unit with basement located near the southeast corner of the Convertible Land on the east side of Building 2 as shown in the plat of survey recorded simultaneously with the recording of Amendment No. 1; contains approximately 1050 square feet on the main floor with 3 rooms, and 5 rooms in the basement; and has immediate access to a drive leading to a public street.

7. Unit A, in Building 7, is a one-story unit with basement located north of the center of the west side of the Convertible Land on the north side of Building 7 as shown in the plat of survey recorded simultaneously with the recording of this Amendment No. 2; contains approximately 1216 square feet on the main floor with 5 rooms and an unfinished basement; and has immediate access to a drive leading to a public street.

8. Unit B, in Building 7, is a one-story unit with basement located in the middle of the west side of the Convertible Land on the south side of Building 7 as shown in the plat of survey recorded simultaneously with the recording of this Amendment No. 2; contains approximately 1254 square feet on the main floor with 4 rooms and an unfinished basement; and has immediate access to a drive leading to a public street.

9. Building 8, is a one-story unit with basement located south of Building 7 and north of Building 1 on the west side of the Convertible Land as shown in the plat of survey recorded simultaneously with the recording of this Amendment No. 2; contains approximately 1212 square feet on the main floor, with 5 rooms on the main floor and four rooms in the basement; and has immediate access to a drive leading to a public street.

000029077194

2. Shares of Common Areas and Expenses. Section 4.04 of the Declaration is amended to refer to seven (7) years from the date of recording of this Amendment No. 2.

3. Convertible Land. Sections 18.03 of the Declaration is amended to read, in its entirety, as follows:

18.03 Expiration. The option to construct additional units shall expire seven (7) years from the date of recording of this Amendment No. 2 to Declaration of Condominium of Sunnyside Village. It is the intent of all Owners of, and holders of any mortgage covering, any Unit that this Amendment shall be deemed the Declaration for purposes of KSA Sec. 58-3115a, and that the seven year period specified therein shall refer to seven years from the recordation of this Amendment.

4. Exhibit A to the Declaration is amended to read as provided in Exhibit A to this Amendment No. 2.

5. Except as expressly amended herein, the Declaration is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 2 to be executed as of the date written above.

SUNNYSIDE VILLAGE, L.L.C.

By:



Willard Ebersole, President

SUNNYSIDE VILLAGE HOMEOWNERS
ASSOCIATION

By:



Willard Ebersole, President

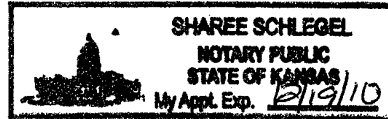
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 13th day of July, 2009, by WILLARD EBERSOLE as President and on behalf of SUNNYSIDE VILLAGE, L.L.C., a Kansas limited liability company.

Sharee Schlegel
 NOTARY PUBLIC

My appointment expires: 12/19/10

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 13th day of July, 2009, by WILLARD EBERSOLE as President and on behalf of SUNNYSIDE VILLAGE HOMEOWNERS ASSOCIATION, a Kansas not for profit corporation.

Sharee Schlegel
 NOTARY PUBLIC

My appointment expires: 12/19/10

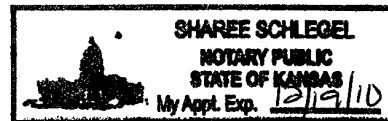


EXHIBIT A**SUBMITTED LAND**

Lot 2, SUNNYSIDE VILLAGE, Wichita, Sedgwick County, Kansas, commonly described as the area bounded by Orme to the south, Chautauqua to the west, Sunnyside to the north, and Lorraine to the east.

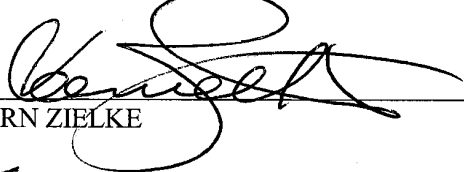
CONVERTIBLE LAND

Lot 2, except the North 101 feet of the South 169 feet of the East 78 feet thereof, and except the South 79 feet of the West 138 feet thereof and except Building #2, Building #7, and Building #8, Sunnyside Village, Wichita, Sedgwick County, Kansas.

**JOINDER IN AMENDMENT NO. 2 TO
DECLARATION OF CONDOMINIUM OF
SUNNYSIDE VILLAGE**

The undersigned, being all of the record Owners of Units in Sunnyside Village condominium do hereby consent to the provisions of Amendment No. 2 to Declaration of Condominium of Sunnyside Village. This Joinder may be executed in counterparts, all of which shall be construed together as one Joinder, and for purposes of recording, the several counterparts may be assembled as one copy of Amendment No. 2.

IN WITNESS WHEREOF, the undersigned have signed this Joinder effective as of the date of such Amendment No. 2.


VERN ZIELKE

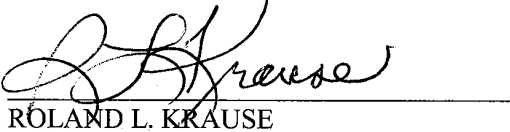

MYRNA ZIELKE

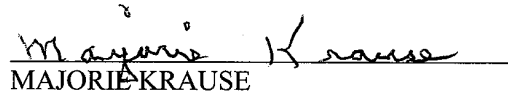

ELLEN EBERSOLE


WILLARD EBERSOLE


NATHAN R. EBERSOLE


JUDY L. EBERSOLE

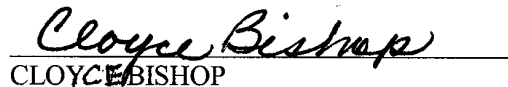

ROLAND L. KRAUSE


MAJORIE KRAUSE


E. ELLSWORTH KAUFFMAN


WILETA TIESZEN


CHARLES BISHOP


CLOYCE BISHOP


ELDON EPP

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 13th day of July, 2009, by
 VERN and MYRNA ZIELKE, husband and wife.

Brett Warren
 NOTARY PUBLIC

My appointment expires: 7-23-12

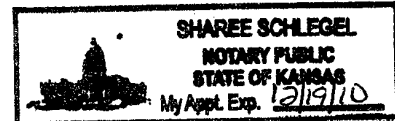
**ACKNOWLEDGMENT**

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 13th day of July, 2009, by
 WILLARD and ELLEN EBERSOLE, husband and wife.

Sharee Schlegel
 NOTARY PUBLIC

My appointment expires: 12/19/10

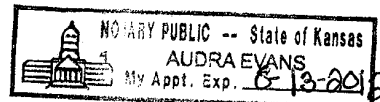
**ACKNOWLEDGMENT**

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 10 day of July, 2009, by
 NATHAN R. and JUDY L. EBERSOLE, husband and wife.

Audra Evans
 NOTARY PUBLIC

My appointment expires: 8-13-2012



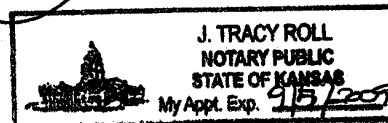
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 13th day of July, 2009, by
 ROLAND L. and MAJORIE KRAUSE, husband and wife.

J. Tracy Roll
 NOTARY PUBLIC

My appointment expires: 7/13/2009

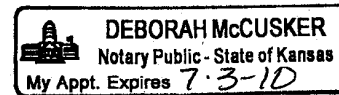
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 13th day of July, 2009, by
 E. ELLSWORTH KAUFFMAN.

Deborah McCusker
 NOTARY PUBLIC

My appointment expires: July 3, 2010

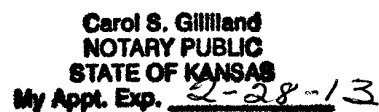
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 9th day of July, 2009, by
 WILETA TIESZEN.

Carol S. Gilliland
 NOTARY PUBLIC

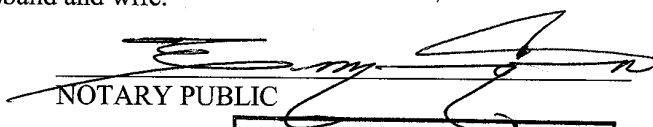
My appointment expires: 2-28-13



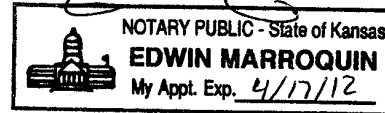
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 14 day of July, 2009, by CHARLES and CLOYCE BISHOP, husband and wife.

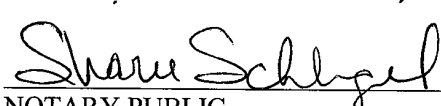

 NOTARY PUBLIC

My appointment expires: 4/17/12

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
 COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 13th day of July, 2009, by ELDON EPP.


 NOTARY PUBLIC

My appointment expires: 12/19/10



CERTIFICATE OF ADOPTION

Pursuant to Section 15.04 of the Declaration, the undersigned president of Sunnyside Village Homeowners Association certifies that the foregoing Amendment No. 2 was duly adopted by the unanimous consent of all members and directors of the Association.

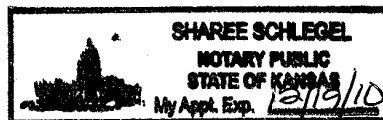

Willard Ebersole, President

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 13th day of July, 2009, by WILLARD EBERSOLE as President and on behalf of SUNNYSIDE VILLAGE HOMEOWNERS ASSOCIATION, a Kansas not for profit corporation.


NOTARY PUBLIC

My appointment expires: 12/19/10





Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29262623
Receipt #: 1802772
Pages Recorded: 18
Cashier Initials: LK
Authorized By 
Recording Fee: \$76.00

Date Recorded: 12/29/2011 4:04:17 PM



Amendment No. 3
to
Declaration of Condominium
of
Sunnyside Village

This amendment is made this 28th day of December, 2011, by SUNNYSIDE VILLAGE LLC, hereinafter called, "Declarant" and by SUNNYSIDE VILLAGE HOMEOWNERS ASSOCIATION, hereinafter sometimes called "Association".

WITNESSETH: That there has heretofore been placed of record with the Register of Deeds of Sedgwick County, Kansas, that certain Declaration of Condominium of Sunnyside Village, recorded February 3, 2004, as Document No. 1861832, on Film 2011 at page 1530 (the Declaration) which at 3.03.c. thereof showed that Building 1 (Units A and B) and Building 3 (Units A and B) had been constructed, and architect's certificate of floor plans and plat survey for Building 3 (Units A and B) recorded February 4, 2004, at Document No. 1862099, Film 2012, Page 0615 and architect's certificate of floor plans and plat survey for Building 1 (Units A and B) recorded on July 17, 2009, at Film 29077195; and

WHEREAS, said Declaration provides for the inclusion of additional units through a series of amendments and previously Declarant has recorded Amendment No. 1 on April 28, 2004, on Film 28564243 ("Amendment No. 1"), and with architect's certificate of floor plans and plat survey for Building 2 (Units A and B) included therewith; and Amendment No. 2 at Film 29077194, ("Amendment No. 2") with architect's certifications of floor plans and plat survey for Building 7 (Units A and B) at Film 390777196, and with separate architect's certificate of floor plans and plat survey for Building 8, Unit A, (a single unit building) at Film 39077197, the amendment and architect's certifications, all being recorded on July 17, 2009; and

Declarant now desires to incorporate an additional unit and to designate the remaining Convertible Land into 4 parcels each to be assigned a tax identification number with each such parcel of Convertible Land to be assessed ad valorem taxes and to have special assessments applicable to Lot 2 of Sunnyside Village Addition spread to each such parcel of Convertible Land.

WHEREAS, both the Declarant and the Association are agreed that the number of units so added should never exceed fourteen (14) and with this Amendment No. 3 the constructed units (10) plus units to be built on designated parcels of Convertible Land (4) do now total 14;

WHEREAS, this Amendment has been duly proposed, adopted and approved in accordance with Article 15 of the above referenced Declaration of Condominium of Sunnyside Village.

NOW, THEREFORE, the Declaration as amended by Amendment Nos. 1 and 2 ("Declaration As

Previously Amended”), is further amended by this Amendment No. 3 as follows:

1. Description of Units. Section 3.03.c. and 3.03.d. of the Declaration As Previously Amended, are further amended by substituting the language shown below:

Section 3.03. Description of Units.

c. The condominium units which have been constructed as of the date of the recording of this Amendment No. 3, numbered items 1. – 10. below, all of which have appurtenant thereto an undivided 1/14th interest in the Common Area, are described as follows:

1. Building 1, Unit A, is a one-story unit with basement located as shown in the plat of survey recorded July 17, 2009 at Film #29077195 (relating to Declaration of Condominium of Sunnyside Village recorded February 3, 2004 at Film #1861832, Book 2011, Page 1530). Unit A of Building 1 is the west unit of Building 1. It contains approximately 1200 square feet on the main floor with 6 rooms, and 6 rooms in the basement; and has immediate access to a drive leading to a public street. The street address is 3010 E. Orme, Wichita, Kansas 67211, with a Sedgwick County, Kansas, tax PIN of 00479392.

2. Building 1, Unit B, is a one-story unit with basement located as shown in the plat of survey recorded July 17, 2009 at Film #29077195 (relating to Declaration of Condominium of Sunnyside Village recorded February 3, 2004 at Film #1861832, Book 2011, Page 1530). Unit B of Building 1 is the east unit of Building 1. It contains approximately 1200 square feet on the main floor with 5 rooms, and 5 rooms in the basement; on each floor; and has immediate access to a drive leading to a public street. The street address is 3012 E. Orme, Wichita, Kansas 67211, with a Sedgwick County, Kansas, tax PIN of 00479394.

3. Building 3, Unit A, is a one-story unit with basement located as shown in the plat of survey recorded February 4, 2004 at Film #1862099, Book 2012, Page 0615 (relating to The Declaration of Condominium of Sunnyside Village recorded February 3, 2004 at Film #1861832, Book 2011, Page 1530). Unit A of Building 3 is the north unit of Building 3. It contains approximately 1460 square feet on the main floor with 7 rooms, and 6 rooms in the basement; and has immediate access to a drive leading to a public street. The street address is 547 S. Lorraine, Wichita, Kansas 67211, with a Sedgwick County, Kansas, tax PIN of 00479397.

4. Building 3, Unit B, is a one-story unit with basement located as shown in the plat of survey recorded February 4, 2004 at Film #1862099, Book 2012, Page 0615 (relating to The Declaration of Condominium of Sunnyside Village recorded February 3, 2004 at Film #1861832, Book 2011, Page 1530). Unit B of Building 3 is the south unit of Building 3. It contains approximately 1350 square feet on the main floor with 7 rooms, and 6 rooms in the basement; and has immediate access to a drive leading to a public street. The street address is 549 S. Lorraine, Wichita, Kansas 67211, with a Sedgwick County, Kansas, tax PIN of 00479395.

5. Building 2, Unit A, is a one-story unit with basement located near as shown in the plat of survey recorded April 28, 2004 at Film #28564243 (part of Amendment No. 1 to the Declaration of Condominium of Sunnyside Village recorded April 28, 2004 at Film #28564243). Unit A of Building 2 is the west unit of Building 2. It contains approximately 1150 square feet on the main floor with 4 rooms, and 5 rooms in the basement; and has immediate access to a drive leading to a public street. The street address is 3022 E. Orme, Wichita, Kansas 67211, with a Sedgwick County, Kansas, tax PIN of 00544733.

6. Building 2, Unit B, is a one-story unit with basement located near as shown in the plat of survey recorded April 28, 2004 at Film #28564243 (part of Amendment No. 1 to the

Declaration of Condominium of Sunnyside Village recorded April 28, 2004 at Film #28564243). Unit B of Building 2 is the east unit of Building 2. It contains approximately 1050 square feet on the main floor with 3 rooms, and 5 rooms in the basement; and has immediate access to a drive leading to a public street. The street address is 3024 E. Orme, Wichita, Kansas 67211, with a Sedgwick County, Kansas, tax PIN of 00544734.

7. Building 7, Unit A, is a one-story unit with basement located as shown in the plat of survey recorded July 17, 2009 at Film #29077196 (relating to Amendment No. 2 to Declaration of Condominium of Sunnyside Village recorded July 17, 2009 at Film #29077194). Unit A of Building 7 is the north unit of Building 7. It contains approximately 1216 square feet on the main floor with 5 rooms, and an unfinished basement; and has immediate access to a drive leading to a public street. The street address is 538 S. Chautauqua, Wichita, Kansas 67211, with a Sedgwick County, Kansas, tax PIN of 00597790.

8. Building 7, Unit B, is a one-story unit with basement located as shown in the plat of survey recorded July 17, 2009 at Film #29077196 (relating to Amendment No. 2 to Declaration of Condominium of Sunnyside Village recorded July 17, 2009 at Film #29077194). Unit B of Building 7 is the south unit of Building 7. It contains approximately 1254 square feet on the main floor with 4 rooms, and an unfinished basement; and has immediate access to a drive leading to a public street. The street address is 542 S. Chautauqua, Wichita, Kansas 67211, with a Sedgwick County, Kansas, tax PIN of 00597791.

9. Building 8, Unit A, is a one-story single unit with basement located south of Building 7 and north of Building 1 as shown in the plat of survey recorded July 17, 2009 at Film #29077197 (relating to Amendment No. 2 to the Declaration of Condominium of Sunnyside Village recorded July 17, 2009 at Film #29077194). It contains approximately 1212 square feet on the main floor with 5 rooms on the main floor, and 4 rooms in the basement; and has immediate access to a drive leading to a public street. The street address is 546 S. Chautauqua, Wichita, Kansas 67211, with a Sedgwick County, Kansas, tax PIN of 00597792.

10. The additional condominium unit which has been constructed as of the date of the recording of this Amendment No. 3 but not included in prior amendments, is described as follows:

Building 4, Unit A, is a one-story single unit with basement located north of Building 3 as shown on the plat of survey (Exhibit B) recorded with this Amendment No. 3. The single unit in Building 4 contains approximately 1440 square feet on the main floor with 6 rooms on the main floor, and 5 rooms in the basement (as shown on Exhibit C hereto), and has immediate access to a drive leading to a public street. The street address is 543 S. Lorraine, Wichita, Kansas 67211, with a Sedgwick County, Kansas, with a tax PIN yet to be assigned.

d. The Common Areas and the Limited Common Areas pertinent to all Units and Buildings now constructed or allowed hereunder are those which are described in Section 2.02., of the Declaration As Previously Amended.

2. Shares of Common Areas and Expenses. Section 4.04. of the Declaration As Previously Amended is amended to refer to seven (7) years from the date of recording of this Amendment No. 3.

3. Convertible Land. Section 18.03. of the Declaration As Previously Amended is amended to by substituting the language below, so that in its entirety Section 18.03. reads:

18.03. Expiration. The option to construct additional units shall expire seven (7) years from the date of recording of this Amendment No. 3 to the Declaration As Previously Amended. It is the intent of all Owners of, and holders of any mortgage covering, any Unit in the Condominium that this amendment shall

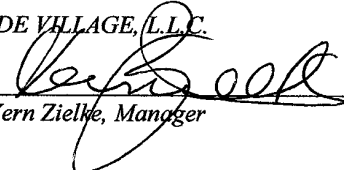
be deemed the Declaration for purposes of KSA Sec. 58-3115a, and that the seven (7) year period specified therein shall refer to seven (7) years from the date of recording of this Amendment No. 3.

4. Exhibit A to the Declaration. Exhibit A to this Amendment No. 3 replaces the Exhibits A to the Declaration and Amendments Nos. 1 and 2 to the Declaration.

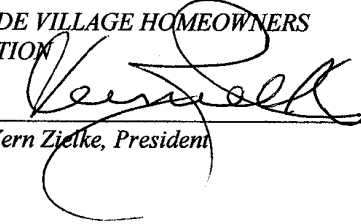
5. Declaration As Previously Amended unchanged except as expressly provided in herein. The Declaration As Previously Amended is changed only as provided in this Amendment No. 3, and except as expressly provided herein in this Amendment No. 3, the Declaration As Previously Amended is hereby ratified and confirmed in all respects.

000029262623

SUNNYSIDE VILLAGE, L.L.C.

By: 
Vern Zielke, Manager

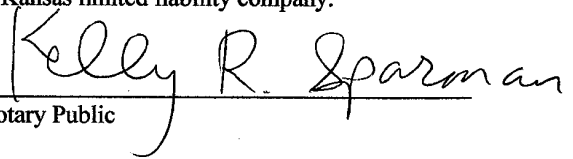
SUNNYSIDE VILLAGE HOMEOWNERS
ASSOCIATION

By: 
Vern Zielke, President

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 28th day of December, 2011, by Vern Zielke as Manager of and on behalf of SUNNYSIDE VILLAGE, L.L.C., a Kansas limited liability company.


Notary Public

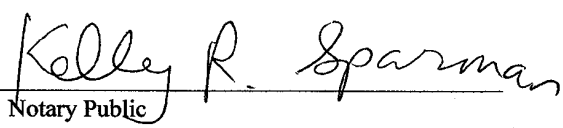
My Appointment Expires: 11/2/13



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 28th day of December, 2011, by Vern Zielke as President of and on behalf of SUNNYSIDE VILLAGE HOMEOWNERS ASSOCIATION, a Kansas not for profit corporation.


Notary Public

My Appointment Expires: 11/2/13

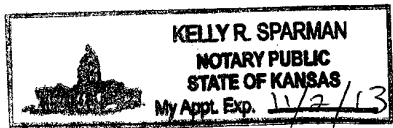


EXHIBIT A

SUBMITTED LAND

Lot 2, SUNNYSIDE VILLAGE, Wichita, Sedgwick County, Kansas, commonly described as the area bounded by Orme to the south, Chautauqua to the west, Sunnyside to the north, and Lorraine to the east.

CONVERTIBLE LAND

Parcels 1, 2, 3, and 4, as described on Exhibit D to this Amendment No. 3, a Plat of Survey showing the north portion of Lot 2, Sunnyside Village Addition to Wichita, Sedgwick County, Kansas, which parcels have the following legal descriptions, and appurtenant to each unit therein is an undivided 1/14th interest in the Common Area, and are to have the following designations:

Parcel 1—the North 83.50 feet of the West 61.50 feet of said Lot 2, with the building to be built on Parcel 1 to be designated as Building No. 6, Unit A, with a single condominium unit in said building, with a street address of 3010 E. Sunnyside, Wichita, Kansas 67211.

Parcel 2 and Parcel 3:

Parcel 2—the West 63.00 feet of the East 139.50 feet of the North 54.50 feet of said Lot 2, which together with Parcel 3 described below,

Parcel 3—the East 139.50 feet of the North 54.50 feet, except the West 63.00 feet of said Lot 2, which together with Parcel 2 described above,

with a single building to be built on Parcels 2 and 3 to be designated as Building No. 9, with two condominium units in said building, Unit A with a street address of 3022 E. Sunnyside, Wichita, Kansas 67211 for the west unit of Building 9, and Unit B with a street address of 3024 E. Sunnyside, Wichita, Kansas 67211 for the east unit of Building 9.

Parcel 4—the East 71.00 feet of the South 66.50 feet of the North 124.50 feet of said Lot 2, with the building to be built on Parcel 4 to be designated as Building No. 5, Unit A, with a single condominium unit in said building, with a street address of 539 S. Lorraine, Wichita, Kansas 67211.

But specifically not including built prior condo units in Buildings 1, 2, 3, 4, 7, and 8 (as described below) as being excepted from the Common Areas and Limited Common Areas of Sunnyside Village Condominiums;

And FURTHER, specifically not including the Common Areas and Limited Common Areas of Sunnyside Village Condominium, being all of Lot 2 as designated in Declaration of Condominium of Sunnyside Village recorded February 3, 2004 at Film #1861832, Book 2011, Page 1530, except for:

1. Building 1, Units A and B as described above with respective street addresses of 3010 E. Orme, Wichita, Kansas 67211, tax PIN 00479392 and 3012 E. Orme, Wichita, Kansas 67211, tax PIN 00479394.

2. Building 2, Units A and B as described above with respective street addresses of 3022 E. Orme, Wichita, Kansas 67211, tax PIN 00544733 and 3024 E. Orme, Wichita, Kansas 67211, tax PIN 00544733.

3. Building 3, Units A and B as described above with respective street addresses of 547 S. Lorraine, Wichita, Kansas 67211, tax PIN 00479397, and 549 S. Lorraine, Wichita, Kansas 67211, tax PIN 00479395.

4. Building 4, Unit A, as described above with a street address of 543 S. Lorraine, Wichita, Kansas 67211.

5. Building 5, Unit A, (Parcel 4) as described above, with a tax PIN yet to be assigned.

6. Building 6, Unit A, (Parcel 1) as described above, with a tax PIN yet to be assigned.

7. Building 7, Units A and B as described above with respective street addresses of 538 S. Chautauqua, Wichita, Kansas 67211, tax PIN 00597790, and 542 S. Chautauqua, Wichita, Kansas 67211, tax PIN 00597791.

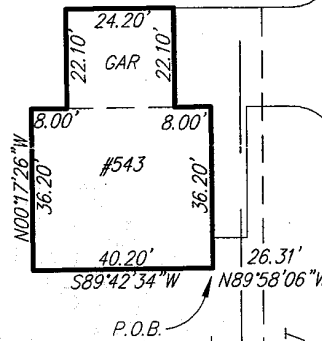
8. Building 8, Unit A, as described above with a street address of 546 S. Chautauqua, Wichita, Kansas 67211, tax PIN 00597792.

9. Building 9, Units A and B, (Parcels 2 and 3) as described above, with a tax PIN yet to be assigned.

All units, non-constructed and to be constructed (Building 5, Unit A, on Convertible Land Parcel No. 4, Building 6, Unit A, on Convertible Land Parcel No. 1, and Building 9, Units A and B, on Parcel Nos. 2 and 3) have and will have appurtenant thereto an undivided 1/14th interest in the Common Area.

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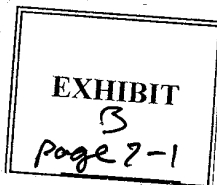
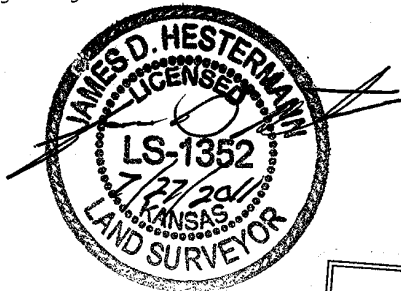
Exhibit



LOT 2

Legal Description

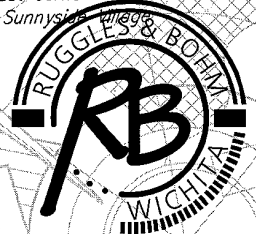
That part of Lot 2, Sunnyside Village, Wichita, Sedgwick County, Kansas, described as commencing at the southeast corner of said Lot 2; thence N00°01'54"E, along the east line of said Lot 2, 182.42 feet; thence N89°58'06"W, perpendicular to said east line, 26.31 feet for a place of beginning; thence S89°42'34"W, 40.20 feet; thence N00°17'26"W, 36.20 feet; thence N89°42'34"E, 8.00 feet; thence N00°17'26"W, 22.10 feet; thence N89°42'34"E, 24.20 feet; thence S00°17'26"E, 22.10 feet; thence N89°42'34"E, 8.00 feet; thence S00°17'26"E, 36.20 feet to the place of beginning.



DWG FILE: Exhibit1
PROJECT NO. 3840S

ORME

Southeast corner of
Lot 2, Sunnyside Village

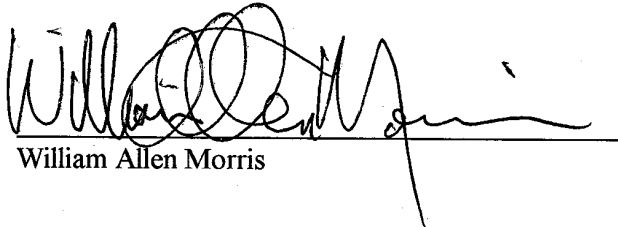


HOUSE AGAINST HUNGER
543 South Chautauqua

STATE OF KANSAS, BUTLER COUNTY, SS:

William Allen Morris, of lawful age, after being first duly sworn, states:

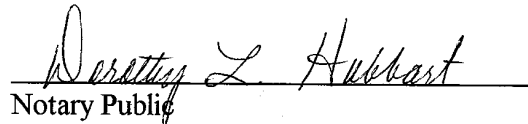
1. He is a duly licensed and registered Architect pursuant to all applicable laws of the State of Kansas, doing business as William Morris Associates, Architects.
2. Attached hereto, marked Exhibits A and B, is a set of the record drawing floor plans of House Against Hunger, showing the floor plan, numbers and dimensions of the floor plans. This is to certify pursuant to K.S.A. 58-3113 that such set of floor plans of the building is an accurate copy of portions of the plans of the building as filed with and approved by the City of Wichita, the governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.
3. This is to further certify pursuant to K.S.A. 58-3113 that the plans referred to in Paragraph 2 of this Certificate and attached hereto fully and accurately depict the layout, location, and dimensions of the house as built.


William Allen Morris

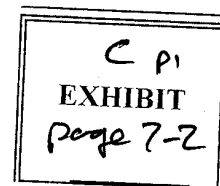
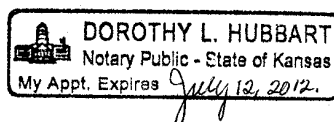
STATE OF KANSAS, BUTLER COUNTY, SS:

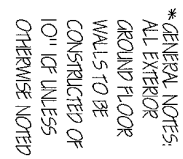
WILLIAM ALLEN MORRIS, of lawful age, being first duly sworn, on his oath states:
That he is the above-named Architect; that he has read the above and foregoing Certificate and knows the contents thereof; and that all statements therein are true.

Subscribed and sworn to before me this 8th day of December, 2011.


Notary Public

My appointment expires: July 12, 2012.

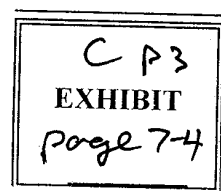




C PZ
EXHIBIT
Page 7-3

GROUND FLOOR
SCALE: 1/8" = 1'-0"

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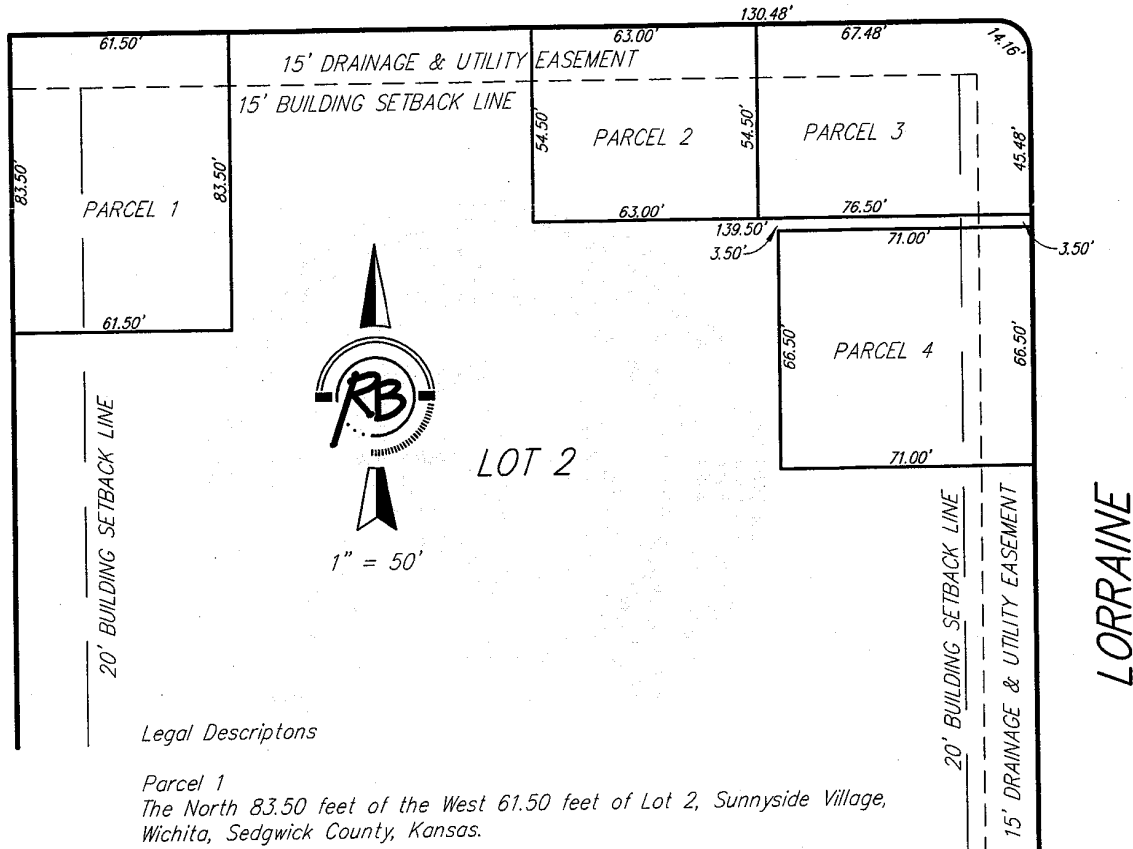


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Exhibit

SUNNYSIDE

CHAUTAUQUA



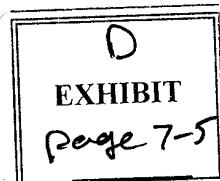
Legal Descriptions

Parcel 1
The North 83.50 feet of the West 61.50 feet of Lot 2, Sunnyside Village, Wichita, Sedgwick County, Kansas.

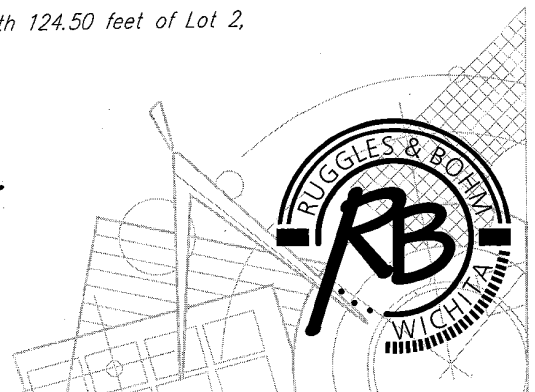
Parcel 2
The West 63.00 feet of the East 139.50 feet of the North 54.50 feet of Lot 2, Sunnyside Village, Wichita, Sedgwick County, Kansas.

Parcel 3
The East 139.50 feet of the North 54.50 feet, except the West 63.00 feet thereof, Lot 2, Sunnyside Village, Wichita, Sedgwick County, Kansas.

Parcel 4
The East 71.00 feet of the South 66.50 feet of the north 124.50 feet of Lot 2, Sunnyside Village, Wichita, Sedgwick County, Kansas.



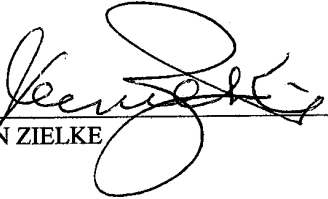
DWG FILE: Exhibit2
PROJECT NO. 3840S



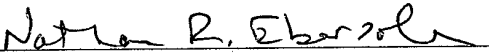
**JOINDER IN AMENDMENT NO. 3 TO
DECLARATION OF CONDOMINIUM OF
SUNNYSIDE VILLAGE**

The undersigned, being all of the record Owners of Units in Sunnyside Village condominium do hereby consent to the provisions of Amendment No. 3 to Declaration of Condominium of Sunnyside Village. This Joinder may be executed in counterparts, all of which shall be construed together as one Joinder, and for purposes of recording, the several counterparts may be assembled as one copy of Amendment No. 3.

IN WITNESS WHEREOF, the undersigned have signed this Joinder effective as of the date of such Amendment No. 3.

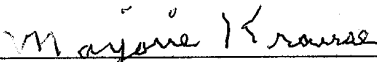

VERN ZIELKE


MYRNA ZIELKE

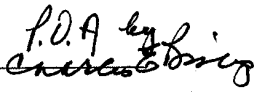

NATHAN R. EBERSOLE

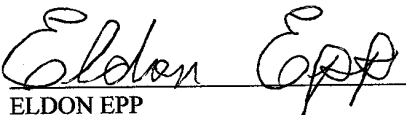

JUDY L. EBERSOLE

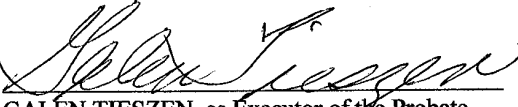

ROLAND L. KRAUSE

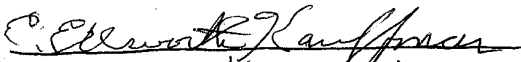

MAJORIE KRAUSE


CHARLES BISHOP

 P.O.A. by 
CLOYCE BISHOP


ELDON EPP


GALEN TIESZEN, as Executor of the Probate
Estate of Wileta May Tieszen, Sumner County,
KS, Case No. 2010-PR-000005


E. ELLSWORTH KAUFFMAN

[See page 11 for KANSAS MENNONITE RELIEF SALE, INC signature of JOINDER IN AMENDMENT NO. 3
TO DECLARATION OF CONDOMINIUM OF SUNNYSIDE VILLAGE]

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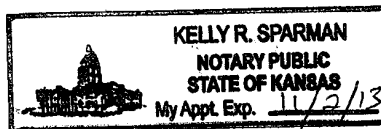
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 28th day of December, 2011, by VERN ZIELKE and MYRNA ZIELKE, husband and wife.

Kelly R. Sparman
Notary Public

My Appointment Expires: 11/2/13



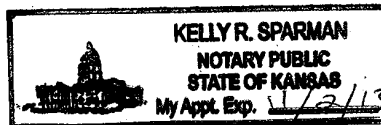
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 28th day of December, 2011, by NATHAN R. EBERSOLE and JUDY L. EBERSOLE, husband and wife.

Kelly R. Sparman
Notary Public

My Appointment Expires: 11/2/13



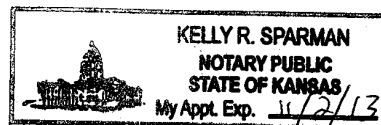
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 28th day of December, 2011, by ROLAND L. KRAUSE and MAJORIE KRAUSE, husband and wife.

Kelly R. Sparman
Notary Public

My Appointment Expires: 11/2/13



000029262623

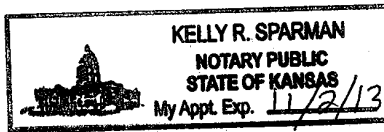
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 28th day of December, 2011, by CHARLES BISHOP and CLOYCE BISHOP, husband and wife.

Kelly R. Sparman
Notary Public

My Appointment Expires: 11/2/13



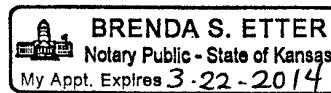
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 28th day of December, 2011, by GALEN TIESZEN as Executor of the Probate Estate of Wileta May Tieszen, Sumner County, KS, Case No. 2010-PR-000005.

Brenda S. Etter
Notary Public

My Appointment Expires: 3-22-2014



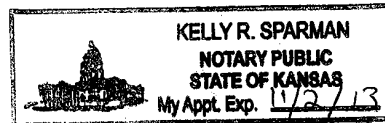
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 28th day of December, 2011, by ELDON EPP.

Kelly R. Sparman
Notary Public

My Appointment Expires: 11/2/13



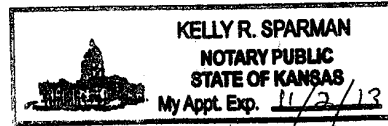
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 28th day of December, 2011
by E. ELLSWORTH KAUFFMAN.

Kelly R. Sparman
Notary Public

My appointment expires: 11/2/13



**JOINDER IN AMENDMENT NO. 3
TO DECLARATION OF CONDOMINIUM OF
SUNNYSIDE VILLAGE – by KANSAS MENNONITE RELIEF SALE, INC.**

The undersigned, being an owner of the single unit (Unit A) in Building 4 in Sunnyside Village Condominium with a street address of 543 S. Lorraine, Wichita, Kansas 67211, does hereby consent to the provisions of Amendment No. 3 to Declaration of Condominium of Sunnyside Village acknowledging that this Joinder may be executed in counterparts, all of which shall be construed together as one Joinder, and for purposes of recording, the several counterparts may be assembled as one copy of Amendment No. 3.

IN WITNESS WHEREOF, the undersigned has signed this Joinder effective as of the date of such Amendment No. 3.

KANSAS MENNONITE RELIEF SALE, INC.

by: Rob Chrystie

its: Past Chair

ACKNOWLEDGMENT

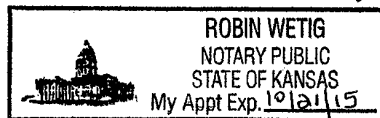
STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 28th day of December, 2011,

by Rob Chrystie the Past Chair
of KANSAS MENNONITE RELIEF SALE, INC., a Kansas not for profit corporation.

Robin Wetig
Notary Public

My Appointment Expires:



CERTIFICATE OF ADOPTION

Pursuant to Section 15.04. of the Declaration, the undersigned president of Sunnyside Village Homeowners Association certifies that the foregoing Amendment No. 3 to the Declaration was duly adopted by the unanimous consent of all members and directors of the Association.

SUNNYSIDE VILLAGE HOMEOWNERS
ASSOCIATION

By: _____

Vern Zielke, President

ACKNOWLEDGMENT

STATE OF KANSAS)

) ss:

COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 28th day of December, 2011, by Vern Zielke as President of and on behalf of SUNNYSIDE VILLAGE HOMEOWNERS ASSOCIATION, a Kansas not for profit corporation

Kelly R. Sparman
Notary Public

My Appointment Expires: 11/2/13

