

AMENDMENT NO. 6 TO THE
DECLARATION OF CONDOMINIUM
OF
PHEASANT RUN BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,
12, 13, 14, 15 and 16,
A CONDOMINIUM IN TOPEKA, SHAWNEE COUNTY, KANSAS

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM is made this
18th day of February, 1981, by PHEASANT RUN COMPANY, a General
Partnership, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the Developer has previously filed and recorded a Declaration
of Condominium for Pheasant Run Condominiums Buildings 1, 2, 3, 4, 5, 6 and 7
in the Office of the Register of Deeds, Shawnee County, Kansas, located in
Condominium Book 5, at Page 94 et seq.;

WHEREAS, pursuant to that Declaration of Condominium certain patios and
decks were designated as limited common areas for each of the apartment units pur-
suant to Paragraph 6 of said Declaration;

WHEREAS, the Developer has previously executed an Amendment No. 3 to
the Declaration of Condominium of Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7
by expanding to include Buildings 8, 9, 10, 11, 12, 13, 14, 15, and 16, which amendment
was executed on February 21, 1980, by Pheasant Run Company and recorded in
Book 8, at Page 155, et seq. in the records of the Register of Deeds of Shawnee
County, Kansas;

WHEREAS, the Developer included in that Amendment No. 3 the designation
of decks and patios as limited common areas and facilities pursuant to paragraph
10 of that amendment for each of the buildings and apartment units to be constructed
on the expanded land as provided for in that amendment; and

WHEREAS, that particular amendment expanded the Pheasant Run Condominium
project to include a total of nine (9) additional buildings with four (4) units to be
located in each building.

NOW, THEREFORE, the Developer makes the following amendment to its Declaration of Condominium and prior amendments thereto, including, but not limited to, Amendment No. 3, which expanded the Condominium to include Buildings 8, 9, 10, 11, 12, 13, 14, 15 and 16.

1. That pursuant to the Kansas Apartment Ownership Act, the Developer, PHEASANT RUN COMPANY, a General Partnership, hereby makes the following amendment to its original Declaration of Condominium and its Amendments and in so doing does not diminish, change or alter any of the other provisions of the earlier Declaration of Condominium or its amendments for Pheasant Run Buildings 1 through 16, as previously recorded in the office of the Register of Deeds of Shawnee County, Kansas.

2. That the following additional provisions are to be added at the end of the present Paragraph 6 at Page 25 of the original Declaration of Condominium for the Pheasant Run Condominium specifically located at Condominium Book 5 at Page 94 et seq. of the records of the Register of Deeds of Shawnee County, Kansas.

That, in addition, the Developer or the Board of Directors of the Homeowners Association may construct, as additional limited common areas, carports for a portion or all of the units in the condominium. The Developer or the Board of Directors of the Homeowners Association, if it is doing the building, at their sole discretion, may determine to offer to construct for any apartment unit owner a carport at an additional cost to be paid by the unit owner immediately following the construction. The carport shall be located by the Developer or the Board of Directors of the Association within the area of the project shown as shaded in Exhibit "A", which Exhibit is incorporated herein by reference. The initial exact location of such carport within the shaded

areas shall be at the discretion of Developer or the Board of Directors of the Homeowners Association, whichever has done the building. Further, the Board of Directors of the Homeowners Association may, in its sole discretion, alter or change the carport assigned as limited common area to any particular unit at any time. Provided, that any apartment unit for which a carport has been built with the cost being paid by the unit owner shall always have, as limited common area, the right to the exclusive use of a carport assigned. Said carport right shall be transferred as limited common area along with a conveyance of the apartment unit to which it is appurtenant.

In the event that a carport is built for a particular unit owner, then the carport shall be known as limited common area and the apartment unit owner to whom the carport is assigned shall have the exclusive use of such carport. Further, the Homeowners Association shall have the responsibility for insuring and maintaining any and all such carports as constructed. Provided, that the Homeowners Association shall prepare and submit and the apartment unit owners with carports shall pay a special assessment each year for the insurance, taxes and maintenance costs for the carport assigned to the particular apartment unit. The Homeowners Association shall have the same rights in regard to the collection of such assessments as those set out in Paragraph 14.9 hereof. In addition, the Board of Directors of the Homeowners Association may prescribe rules and regulations for the use of such carports as provided in Paragraph 14.13 hereof. Whether the carport is built by the Developer or later by the Homeowners Association, the structural design of the carport shall be compatible and in conformity

with the apartment unit building.

That the above and foregoing inserted provisions to be added to Paragraph 6 as above provided, shall be in addition to those provisions previously contained in Paragraph 6, as above stated, in the Declaration of Condominium of Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7.

3. That the following additional provisions are to be added at the end of the present Paragraph 10 at Page 26 of Amendment No. 3, located in Book 8 at Page 180 of the records of the Register of Deeds of Shawnee County, Kansas.

That, in addition, the Developer or the Board of Directors of the Homeowners Association may construct, as additional limited common areas, carports for a portion or all of the units in the condominium. The Developer or the Board of Directors of the Homeowners Association, if it is doing the building, at their sole discretion, may determine to offer to construct for any apartment unit owner a carport at an additional cost to be paid by the unit owner immediately following the construction. The carport shall be located by the Developer or the Board of Directors of the Association within the area of the project shown as shaded in Exhibit "A", which Exhibit is incorporated herein by reference. The initial exact location of such carport within the shaded areas shall be at the discretion of Developer or the Board of Directors of the Homeowners Association, whichever has done the building. Further, the Board of Directors of the Homeowners Association may, in its sole discretion, alter or change the carport assigned as limited common area to any particular unit at any time. Provided, that any apartment unit for which a carport has been built with the cost being paid by the unit owner shall always have, as limited common area, the right to the exclusive use of a carport assigned.

Said carport right shall be transferred as limited common area along with a conveyance of the apartment unit to which it is appurtenant.

In the event that a carport is built for a particular unit owner, then the carport shall be known as limited common area and the apartment unit owner to whom the carport is assigned shall have the exclusive use of such carport. Further, the Homeowners Association shall have the responsibility for insuring and maintaining any and all such carports as constructed. Provided, that the Homeowners Association shall prepare and submit and the apartment unit owners with carports shall pay a special assessment each year for the insurance, taxes and maintenance costs for the carport assigned to the particular apartment unit. The Homeowners Association shall have the same rights in regard to the collection of such assessments as those set out in paragraphs 14.9 of the Declaration of Condominium.

In addition, the Board of Directors of the Homeowners Association may prescribe rules and regulations for the use of such carports as provided in Paragraph 14.13 of the Declaration of Condominium. Whether the carport is built by the Developer or later by the Homeowners Association, the structural design of the carport shall be compatible and in conformity with the apartment unit building.

That the above and foregoing inserted provisions to be added to Paragraph 10, as above provided, shall be in addition to those provisions previously contained in Paragraph 10 of Amendment No. 3 to the Pheasant Run Expanded Condominium Declaration.

4. That except for the additions to Paragraph 6 of the Declaration of Condominium of Pheasant Run Buildings 1, 2, 3, 4, 5, 6, and 7 and the additions to Paragraph 10 of Amendment No. 3 to the Declaration of Condominium of Pheasant

Run Buildings 1, 2, 3, 4, 5, 6, and 7 by expanding to include Buildings 8, 9, 10, 11, 12, 13, 14, 15, and 16, as hereinabove set out, all previous Declarations and Amendments thereto are hereby expressly affirmed by the Developer.

IN WITNESS WHEREOF, the Developer, through its lawfully authorized agent has caused this Amendment No. 6 to the Declaration of Condominium of Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 to be signed the day and year first above written.

DEVELOPER:

PHEASANT RUN COMPANY, a General
Partnership

By Benjamin F. Blair
Benjamin F. Blair

UNANIMOUS CONSENT OF BOARD OF DIRECTORS
OF PHEASANT RUN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

That pursuant to Paragraph 25 of the original Declaration of Condominium of Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7, a Condominium in Topeka, Shawnee County, Kansas, the Declaration as to existing buildings can be amended, changed or modified by an instrument signed by all of the members of the Board of Directors of the Pheasant Run Condominium Homeowners Association, Inc. and by the Developer. That pursuant to Article VII of the Articles of Incorporation of Pheasant Run Condominium Homeowners Association, Inc. the present Directors are: Benjamin F. Blair, Stanley R. Metzger and Philip C. Morse. That those three directors constitute all of the Directors of the corporation and they have read the above and foregoing Amendment and understand its consequence. Further, they do hereby expressly consent to and ratify this amendment to the Expanded Declaration of Condominium relating to Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 this 18th day of February, 1981.

BOARD OF DIRECTORS OF PHEASANT RUN
HOMEOWNERS ASSOCIATION, INC.

By

Benjamin F. Blair
Benjamin F. Blair

By

Stanley R. Metzger
Stanley R. Metzger

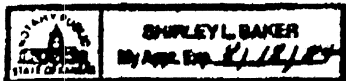
By

Philip C. Morse
Philip C. Morse

STATE OF KANSAS)
) SS:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this 18th day of February, 1981, before the undersigned, a Notary Public in and for the County and State aforesaid, came STANLEY R. METZGER, as a partner and duly authorized representative of PHEASANT RUN COMPANY, a Kansas General Partnership, and the said STANLEY R. METZGER is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Shirley L. Baker
NOTARY PUBLIC

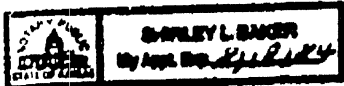
My Appointment Expires:

August 18, 1984

STATE OF KANSAS)
) SS:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this 18th day of February, 1981, before me the undersigned, a Notary Public in and for the County and State aforesaid, came BENJAMIN F. BLAIR, PHILIP C. MORSE, and STANLEY R. METZGER, as the Directors of the PHEASANT RUN HOMEOWNERS ASSOCIATION, INC., a Kansas corporation, and said persons are known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Shirley L. Baker
NOTARY PUBLIC

My Appointment Expires:

August 18, 1984

