

RE-RECORDED

CONDOMINIUM

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STATE OF KANSAS  
SHAWNEE COUNTY  
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AMENDMENT NO. 16 TO  
DECLARATION OF CONDOMINIUM OF

2004 JAN 22 P 3:4

2004 FEB 10 P 2:18

PHEASANT RUN, AN EXPANDABLE CONDOMINIUM IN TOPEKA, SHAWNEE  
COUNTY, KANSAS

REGISTER OF DEEDS  
MARILYN L. NICHOLS

(To Prohibit Leasing of Condominium Units)

REGISTER OF DEEDS  
MARILYN L. NICHOLS

Whereas, a Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6 and 7, a Condominium in Topeka, Shawnee County, Kansas has been filed, together with exhibits, with the Register of Deeds of Shawnee County, Kansas and recorded therein at Book 5, Page 94-176, on the 16<sup>th</sup> day of May, 1979.

Whereas, Amendments No. 1 through 15 adding buildings 8 through 32 have been filed subsequent thereto with the Register of Deeds of Shawnee County, Kansas;

Whereas, in accordance with Paragraph 25 of the Declaration, as amended, and Article III, Paragraph 9 of the Articles of Incorporation of Pheasant Run Condominium Homeowners Association, Inc, all the members of the Board of Directors have signed and acknowledged a resolution amending the Declaration such that references to the transfer of properties of the Condominium by lease has been removed from Paragraph 8 and the right of the Board of Directors to approve or disapprove the transfer, mortgage and ownership of Pheasant Run Condominium apartment units has been added.

Now Therefore, Pheasant Run Declaration of Condominium, Paragraph 8 is amended and replaced by the following Paragraph 8:

8 RESTRICTIONS ON THE USE, SALE, OR OTHER TRANSFER OF APARTMENT UNITS AND UNDIVIDED INTEREST IN COMMON AREA

The following itemized paragraph shall constitute restrictions imposed upon the use, sale, or other transfer of apartment units and the corresponding undivided interest in common areas and facilities within this Condominium project:

(a) Each of the apartment units, a total of one hundred and two (102) located in Buildings 1 through 32, as shown on Exhibits "A-1" through "A-7" attached hereto and as added by amendments 1 through 15 to this Declaration, are intended to be used and occupied exclusively as owner occupied single-family residences. Further, the occupancy at one time of any condominium apartment unit shall be limited to a maximum of two (2) persons over the age of eighteen and two (2) persons under the age of eighteen (18). Provided, further, that at no time may a person(s) under the age of eighteen (18) occupy any apartment unit unless there is, at the same time, at least one (1) person over eighteen (18) occupying the apartment unit. No apartment unit owner or other party in their behalf or stead shall permit any multiple family, office, commercial or other more intensive use of any part or all of such apartment units or the common area facilities. Any such attempted use shall be prohibited by the Pheasant Run Condominium Homeowners Association, Inc. and the enforcement of such violation and the penalties therefor shall be prescribed by the Rules and Regulations to be established, promulgated and enforced by said Homeowners Association.

(b) No apartment or common area may be leased to any other person or entity by the owner for any reason without the prior written consent of the Board of Directors of the Association by reason of a hardship waiver granted by the Board of Directors under paragraph 8 (d) of this Declaration.

(c) Written leases which are in existence on the date Amendment 16 of this Declaration is recorded shall not be impaired by this Declaration. Leases existing on that date that are in accordance with paragraph 8 (a) of this Declaration may be renewed or extended, in writing, if copies are delivered to the Board of Directors.

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(d) In the event that an owner, due to medical reasons or other good cause shall be unable to occupy an apartment for a period in excess of six (6) months and based upon such good cause desires to lease the apartment, the owner may make application for a waiver of this lease restriction to the Board of Directors of the Association. The Board of Directors, after a public hearing with notice to all owners, shall have the right to approve one, twelve (12) month lease of an apartment if a majority of the Board of Directors in their sole reasonable judgement finds that such lease does not violate the intent of this restriction by reasons of a good cause shown by the owner requesting permission to enter into such lease.

(e) Apartment units may not be leased for any reason unless the Board of Directors of the Association grants a hardship waiver as set forth in paragraph 8 (d) of this Declaration.

(f) Any apartment unit owner, other than the Developer, who wishes to sell his or her or its unit to any person or other entity shall first give written notice of any such proposed sale to the appropriate agent for the Board of Directors of the Pheasant Run Condominium Homeowners Association, Inc. with such written notice addressed to the Board of Directors of the Association. Provided, that such notice shall be given not less than twenty (20) days preceding the date of the intended sale. Provided, further, that such written notice shall set forth the names of the intended parties, the time and manner of closing and other terms and conditions of performance as they relate to this condominium. The Board of Directors retains the right to approve or disapprove, in writing, the transfer, mortgage and ownership of condominium apartment units before further action is taken by the seller after the 20 days notice is given.

In the event that there are past due and unpaid common area expense assessments assessed against such apartment unit, then the Board of Directors of the Homeowners Association or its Managing Agent shall notify the present owner of such and may proceed to file an appropriate lien with the Register of Deeds of Shawnee County, Kansas, pursuant to the provisions of K.S.A. 58- 3123. Provided, that such lien will be subject to the provisions of Paragraph 14.9(b) hereafter."

IN WITNESS WHEREOF, the undersigned Directors, members and owners hereby adopt the above Amendment No. 16 to prohibit leasing:

Carol Parks DIRECTORS  
Carol Parks  
5801 SW 22nd Ter, #1  
Topeka, Kansas 66614

Carolyn S. Hoad  
Carolyn Hoad  
5861 SW 22nd Ter, #2  
Topeka, Kansas 66614

Andrea Isaia  
Andrea Isaia  
5853 SW 22nd Ter, #4  
Topeka, Kansas 66614

Brooke Beauchamp  
Brooke Beauchamp  
5853 SW 22nd Ter, #1  
Topeka, Kansas 66614

Peggy Chrisman  
Peggy Chrisman  
5855 SW 22nd Ter, #4  
Topeka, Kansas 66614

Raymond Rhodd  
Raymond Rhodd  
5861 SW 22nd Ter, #1  
Topeka, Kansas 66614

Edgar Lakin  
Edgar Lakin  
5827 SW 22nd Ter, #1  
Topeka, Kansas 66614

I heareby set my hand and affixed my seal, the day and year as written.

Kristie L. Chaffee 1/28/04  
KRISTIE L. CHAFFEE  
Notary Public - State of Kansas  
My Appt. Expires 6/18/04

Be it remembered that on this 28th day of January, 2004, before me, the undersigned, a Notary Public in and for Shawnee County, Kansas, came Carol Parks, Carolyn Hoad, Andrea Isaia, Brooke Beauchamp, Peggy Chrisman, Raymond Rhodd & Edgar Lakin, who are personally 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.

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