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## AMENDMENT NO. 13 TO THE

## DECLARATION OF CONDOMINIUM OF

PHEASANT RUN BUILDINGS 1,2,3,4,5,6,7,8,9,10,11,12,  
13,14,15,16,17,18,19,20,21,26,27,28,29,30,31  
AND BY EXPANDING TO INCLUDE  
BUILDINGS 22,23,24,25,32  
A CONDOMINIUM IN TOPEKA, SHAWNEE COUNTY, KANSAS

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM is made  
this 21<sup>st</sup> day of March, 1986, by PHEASANT RUN COMPANY,  
a General Partnership, hereinafter referred to as the "Developer".

## WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration  
of Condominium for Pheasant Run Buildings 1,2,3,4,5,6, and  
7, a Condominium in Topeka, Shawnee County, Kansas. That said  
Declaration, together with its exhibits, was recorded in the  
Register of Deeds of Shawnee County, Kansas, in Book 5, Page  
94-176, on the 16th day of May, 1979.

WHEREAS, the Developer previously executed Amendment No.  
1 to the Declaration of Condominium for Pheasant Run Buildings  
1,2,3,4,5,6 and 7 which is recorded in Book 6 at Page 151-154  
in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No.  
2 to the Declaration of Condominium for Pheasant Run Buildings  
1,2,3,4,5,6 and 7 which is recorded in Book 7 at Page 219-222  
in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No.  
3 to the Declaration of Condominium for 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, together with Exhibits, which was recorded in Book  
8 Page 155-229 in the Register of Deeds of Shawnee County,  
Kansas, on the 21st day of February, 1980.

WHEREAS, the Developer previously executed Amendment No.  
4 to the Declaration of Condominium for Pheasant Run Buildings

1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 and 16 which is recorded in Book 8 at Page 230-233 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 5 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 and 16 which is recorded in Book 9 Page 208-211 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 6 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 and 16 which is recorded in Book 13 at Page 1-11 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 7 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16 and 17 which is recorded in Book 19 at Page 212-233 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 8 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17 and 30 which is recorded in Book 21 at Pages 367-384 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 9 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19, and 30 which is recorded in Book 21 at Pages 396-434 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 10 to the Declaration of Condominium for Pheasant Run Buildings

1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,30,31, and 29 which is recorded in Book 23 at Pages 228-265 in the office of the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 11 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,30,31,29,28,27, and 26 which is recorded in Book 26 at Pages 27-71 and Pages 233-234 in the office of the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 12 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,30,31,29,28,27,26,20 and 21 which is recorded in Book 27 at Pages 305-341 in the office of the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the original Declaration of Condominium, pursuant to K.S.A. 58-3111 and K.S.A. 58-3115(b) reserved in Article V thereof, beginning at Page 20 thereof, the right to further expand the Condominium by subsequent amendment by adding certain described real estate which was set forth in the original Declaration and the Developer has, by Amendment No. 7, expanded said Declaration of Condominium to include the real estate described in the original Declaration of Condominium at Section 5.2(b), being the land with which this Amendment is concerned.

WHEREAS, in addition to the reservation to expand the Condominium, the original Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6 and 7 also reserved, at Section 5.3 on Page 22, the right to reallocate interests in the common area pursuant to later expansions of the Condominium Declaration. In addition, at Section 5.9 on Page 24 of the Declaration, there was a reservation permitting the Developer to add additional common areas and limited common areas as the expansions occurred.

WHEREAS, the Amendment No. 7, described above, the Declarant at Section 3 of said Amendment reserved the right to convert portions of the common area initially described as a part of the property added to the Condominium at Section 2 of said Amendment to apartment units and/or limited common areas and in Section 3 to diminish or alter common area percentages.

NOW, THEREFORE, the Developer makes the following Amendment to its Declaration of Condominium heretofore filed herein with this Amendment being made in accordance with the provisions of the Kansas Apartment Ownership Act.

1. That pursuant to the Kansas Apartment Ownership Act, the Developer, PHEASANT RUN COMPANY, a General Partnership, hereby makes the following Amendments to the Declaration of Condominium and previous Amendments as to the real property hereinafter described and, further, reserves to itself additional rights, as hereinafter stated.

2. That the following described portion of the real property previously described at Section 2 of Amendment No. 7 and shown in Condominium Book 19 at Page 214 in the Register of Deeds of Shawnee County, Kansas, is hereby converted from common area to private ownership and limited common areas for Building No. 22:

a. See Exhibit A attached.  
for Building No. 23:

b. See Exhibit B attached.  
for Building No. 24:

c. See Exhibit C attached.  
for Building No. 25:

d. See Exhibit D attached.  
for Building No. 32:

e. See Exhibit E attached.

- f. Graphic surveys of the above descriptions are attached and labeled as exhibits as follows:

Building 22 - Exhibit F  
Building 23 - Exhibit G  
Building 24 - Exhibit H  
Building 25 - Exhibit I  
Building 32 - Exhibit J

Said conversion from common area to private ownership and limited common area was provided for in Section 3 of Amendment 7 and appears in Book 19 at Page 215 in the Register of Deeds of Shawnee County, Kansas.

3. ACTUAL LOCATION OF BUILDING 22 OF PROJECT.

The Developer will construct upon the land, hereinbefore described in Paragraph 2a as expanded Condominium property and graphically displayed in Book 19, at Page 231, of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas, certain improvements consisting of one (1) building housing two apartment units, together with adjoining garages, patios and driveways as limited common area. The remainder of the land previously made a part of this expanded condominium project will remain common area except that portion originally designated for buildings and limited common area for carports, garages, and driveways for certain buildings by prior amendments.

3.1 ACTUAL LOCATION OF BUILDING 23 OF PROJECT.

The Developer will construct upon the land, hereinbefore described in Paragraph 2b as expanded Condominium property and graphically displayed in Book 19, at Page 231, of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas, certain improvements consisting of one (1) building housing two apartment units, together with adjoining garages, patios and driveways as limited common area. The remainder of the land previously made a part of this expanded condominium project will remain common area except that portion

originally designated for buildings, and limited common area for carports, garages, and driveways for certain buildings by prior amendments.

3.2 ACTUAL LOCATION OF BUILDING 24 OF PROJECT.

The Developer will construct upon the land, hereinbefore described in Paragraph 2b as expanded Condominium property and graphically displayed in Book 19, at Page 231, of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas, certain improvements consisting of one (1) building housing two apartment units, together with adjoining garages, patios and driveways as limited common area. The remainder of the land previously made a part of this expanded condominium project will remain common area except that portion originally designated for buildings, and limited common area for carports, garages, and driveways for certain buildings by prior amendments.

3.3 ACTUAL LOCATION OF BUILDING 25 OF PROJECT.

The Developer will construct upon the land, hereinbefore described in Paragraph 2b as expanded Condominium property and graphically displayed in Book 19, at Page 231, of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas, certain improvements consisting of one (1) building housing two apartment units, together with adjoining garages, patios and driveways as limited common area. The remainder of the land previously made a part of this expanded condominium project will remain common area except that portion originally designated for buildings, and limited common area for carports, garages, and driveways for certain buildings by prior amendments.

3.4 ACTUAL LOCATION OF BUILDING 32 OF PROJECT.

The Developer will construct upon the land, hereinbefore

described in Paragraph 2b as expanded Condominium property and graphically displayed in Book 19, at Page 231, of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas, certain improvements consisting of one (1) building housing two apartment units, together with patios and driveways as limited common area. The remainder of the land previously made a part of this expanded condominium project will remain common area except that portion originally designated for buildings, and limited common area for carports, garages, and driveways for certain buildings by prior amendments.

### 3.5 COMPLETION OF EXPANSION AND CONVERSION.

With this Amendment providing for the construction of ten (10) additional units and the corresponding conversion of land from common area to private ownership and limited common area the development, expansion and conversion rights originally reserved to the Developer have been completed. Following this Amendment no further expansions or additional buildings are permitted. Provided, that the Developer does reserve the right to amend the floor plans of the buildings which are the subject of this Amendment to increase the number of units from the now existing total of one hundred two (102) to the original permitted maximum of one hundred twenty-four (124) as permitted in Paragraph 5.6 of the original Declaration. Provided, further, that any such change in floor plans and/or addition of units to the buildings added by this Amendment will be done before the filing of the engineer's "as built" affidavit required by K.S.A. 58-3113.

In addition, the Developer reserves the right to alter the common area ownership percentages beyond how they may be hereafter amended in this Amendment to accomodate additional units which might be added to Buildings 22,23,24,25 and 32.

4. INTENTION OF DEVELOPMENT OF CONDOMINIUM.

The expanded Condominium project reflected in this Amendment is to be known as the PHEASANT RUN CONDOMINIUMS and will consist of the original phase, previously declared as Condominiums of seven (7) buildings, and the expanded phases of Condominiums consisting of thirty-two (32) buildings for an overall total of one hundred two (102) living units after this Amendment. Each of the units in the original Declaration of Condominium and each of the units in all of the expansions shall be considered separate Condominiums.

All of the apartment units in Buildings 22,23,24,25 and 32 shall, pursuant to the requirements of Kansas law, have direct access for purposes of ingress and egress to the common area of private streets and ways as established in the original Declaration of Condominium. Such irrevocable access shall include access for the purpose of ingress and egress to Southwest Westport Drive and Southwest 22nd Terrace, both dedicated to the City of Topeka, Kansas, as provided for in Amendment 7, Condominium Book 19, at Page 217 in the Register of Deeds, Shawnee County, Kansas.

5. ADDITIONAL PROVISIONS TO ORIGINAL DECLARATION.

The additional amending language set out in Paragraph 5, Amendment No. 8, Condominium Book 21 at Page 371-3 is expressly incorporated herein and affirmed as applying to the same extent to Buildings 22,23,24,25 and 32 of this Amendment.

The garages and driveways serving the two units in Building 22, 5847 S.W. 22nd Terrace, Topeka, are located upon the land as graphically depicted in Exhibit "K" attached hereto and incorporated herein by reference. The garages and driveways serving the two units in Building 23, 5848 S.W. 22nd Terrace, Topeka, are located upon the land as graphically depicted in



Exhibit "L" attached hereto and incorporated herein by reference. The garages and driveways serving the two units in Building 24, 5845 S.W. 22nd Terrace, Topeka, are located upon the land as graphically depicted in Exhibit "M" attached hereto and incorporated herein by reference. The garages and driveways serving the two units in Building 25, 5841 S.W. 22nd Terrace, Topeka, are located upon the land as graphically depicted in Exhibit "N" attached hereto and incorporated herein by reference. The driveway serving the two units in Building 32, 5819 S.W. 22nd Terrace, Topeka, is located upon the land as graphically depicted in Exhibit "O" attached hereto and incorporated herein by reference.

6. CARPORTS.

There shall be no carports designated or constructed for Buildings 22, 23, 24, 25 and 32.

7. STRUCTURAL DESCRIPTION OF PHEASANT RUN CONDOMINIUM BUILDING 22.

The following is intended as a general structural description of Building 22 provided for by this Amendment:

(a) Pheasant Run Condominium Building No. 22, otherwise known as 5847 S.W. 22nd Terrace and shown graphically on Exhibit "F" shall consist of two apartment units, when completed, each consisting of two bedrooms, two baths, a living room, patio, garage and driveway. The layout is more specifically described in the floor plan affidavit of Bartlett & West Engineers, Inc., attached hereto and marked as Exhibit "P", all as required by K.S.A. 58-3113. Both units in this building will have basements and the layout of such basements are included as a part of Exhibit "P".

(b) The following shall be the street address and unit number of each of the apartments of the total of two (2) units making up this Amendment:

1. Building No. 22, more specifically known as 5847 Southwest 22nd Terrace

Unit 1 - 5847 Southwest 22nd Terrace No. 1

Unit 2 - 5847 Southwest 22nd Terrace No. 2

(c) Respective Floor Plans of Apartment Units

Pursuant to the requirements of K.S.A. 58-3111 and K.S.A. 58-3113, the Developer has filed with the Register of Deeds of Shawnee County, Kansas, simultaneous with the recording of this Amendment Expanding the Original

Floor Plans for new Pheasant Run Building No. 22. Those floor plans were prepared by Bartlett & West Engineers, Inc., for the Developer and, generally, depict the layout, location apartment numbers and the dimensions of each of the apartment's location in the building. In addition, in accordance with the requirements of K.S.A. 58-3113, there is a certificate from such licensed professional engineer certifying that the recorded floor plans are accurate copies of portions of the building, as filed with and approved by the Topeka Building Inspector's Office who has the jurisdiction and control over the issuances of building permits for the construction of buildings within the city limits of the City of Topeka, Shawnee County, Kansas.

8. STRUCTURAL DESCRIPTION OF PHEASANT RUN CONDOMINIUM BUILDING 23.

The following is intended as a general structural description of Building 23 provided for by this Amendment:

(a) Pheasant Run Condominium Building No. 23, otherwise known as 5848 S.W. 22nd Terrace and shown graphically on Exhibit "G" shall consist of two apartment units, when completed, each consisting of two bedrooms, one and one-half baths, a living room, patio, garage and driveway. The layout is more specifically described in the floor plan affidavit of Bartlett & West Engineers, Inc., attached hereto and marked as Exhibit "Q", all as required by K.S.A. 58-3113.

(b) The following shall be the street address and unit number of each of the apartments of the total of two (2) units making up this Amendment:

1. Building No. 23, more specifically known as 5848 Southwest 22nd Terrace

Unit 1 - 5848 Southwest 22nd Terrace No. 1

Unit 2 - 5848 Southwest 22nd Terrace No. 2

(c) Respective Floor Plans of Apartment Units

Pursuant to the requirements of K.S.A. 58-3111 and K.S.A. 58-3113, the Developer has filed with the Register of Deeds of Shawnee County, Kansas, simultaneous with the recording of this Amendment Expanding the Original Floor Plans for Pheasant Run Building No. 23. Those floor plans were prepared by Bartlett & West Engineers, Inc., for the Developer and, generally, depict the layout, location, apartment numbers and the dimensions of each of the apartment's location in the building. In addition, in accordance with the requirements of K.S.A. 58-3113, there is a certificate from such licensed professional engineer certifying that the recorded floor plans are accurate copies of portions of the building, as filed with and approved by the Topeka

Building Inspector's Office who has the jurisdiction and control over the issuances of building permits for the construction of buildings within the city limits of the City of Topeka, Shawnee County, Kansas.

9. STRUCTURAL DESCRIPTION OF PHEASANT RUN CONDOMINIUM BUILDING 24.

The following is intended as a general structural description of Building 24 provided for by this Amendment:

(a) Pheasant Run Condominium Building No. 24, otherwise known as 5845 S.W. 22nd Terrace and shown graphically on Exhibit "H" shall consist of two apartment units, when completed, each consisting of two bedrooms, one and one-half baths, a living room, patio, garage and driveway. The layout is more specifically described in the floor plan affidavit of Bartlett & West Engineers, Inc., attached hereto and marked as Exhibit "R", all as required by K.S.A. 58-3113.

(b) The following shall be the street address and unit number of each of the apartments of the total of two (2) units making up this Amendment:

1. Building No. 24, more specifically known as 5845 Southwest 22nd Terrace

Unit 1 - 5845 Southwest 22nd Terrace No. 1

Unit 2 - 5845 Southwest 22nd Terrace No. 2

(c) Respective Floor Plans of Apartment Units

Pursuant to the requirements of K.S.A. 58-3111 and K.S.A. 58-3113, the Developer has filed with the Register of Deeds of Shawnee County, Kansas, simultaneous with the recording of this Amendment Expanding the Original Floor Plans for Pheasant Run Building No. 24. Those floor plans were prepared by Bartlett & West Engineers, Inc., for the Developer and, generally, depict the layout, location, apartment numbers and the dimensions of each of the apartment's location in the building. In addition, in accordance with the requirements of K.S.A. 58-3113, there is a certificate from such licensed professional engineer certifying that the recorded floor plans are accurate copies of portions of the building, as filed with and approved by the Topeka Building Inspector's Office who has the jurisdiction and control over the issuances of building permits for the construction of buildings within the city limits of the City of Topeka, Shawnee County, Kansas.

10. STRUCTURAL DESCRIPTION OF PHEASANT RUN CONDOMINIUM BUILDING 25.

The following is intended as a general structural description

of Building 25 provided for by this Amendment:

(a) Pheasant Run Condominium Building No. 25, otherwise known as 5841 S.W. 22nd Terrace and shown graphically on Exhibit "I" shall consist of two apartment units, when completed, each consisting of two bedrooms, one and one-half baths, a living room, patio, garage and driveway. The layout is more specifically described in the floor plan affidavit of Bartlett & West Engineers, Inc., attached hereto and marked as Exhibit "S", all as required by K.S.A. 58-3113.

(b) The following shall be the street address and unit number of each of the apartments of the total of two (2) units making up this Amendment:

1. Building No. 25, more specifically known as 5841 Southwest 22nd Terrace

Unit 1 - 5841 Southwest 22nd Terrace No. 1

Unit 2 - 5841 Southwest 22nd Terrace No. 2

(c) Respective Floor Plans of Apartment Units

Pursuant to the requirements of K.S.A. 58-3111 and K.S.A. 58-3113, the Developer has filed with the Register of Deeds of Shawnee County, Kansas, simultaneous with the recording of this Amendment Expanding the Original Floor Plans for Pheasant Run Building No. 24. Those floor plans were prepared by Bartlett & West Engineers, Inc., for the Developer and, generally, depict the layout, location, apartment numbers and the dimensions of each of the apartment's location in the building. In addition, in accordance with the requirements of K.S.A. 58-3113, there is a certificate from such licensed professional engineer certifying that the recorded floor plans are accurate copies of portions of the building, as filed with and approved by the Topeka Building Inspector's Office who has the jurisdiction and control over the issuances of building permits for the construction of buildings within the city limits of the City of Topeka, Shawnee County, Kansas.

11. STRUCTURAL DESCRIPTION OF PHEASANT RUN CONDOMINIUM BUILDING 32.

The following is intended as a general structural description of Building 32 provided for by this Amendment:

(a) Pheasant Run Condominium Building No. 32, otherwise known as 5819 S.W. 22nd Terrace and shown graphically on Exhibit "J" shall consist of two apartment units, when completed, each consisting of two bedrooms, one and one-half baths, a living room, patio, and driveway. The layout is more specifically described in the floor plan affidavit of Bartlett & West Engineers, Inc., attached hereto and marked as Exhibit "T", all as required by K.S.A. 58-3113. Both units in this building will have basements and the layout of such basements are

included as a part of Exhibit T.

(b) The following shall be the street address and unit number of each of the apartments of the total of two (2) units making up this Amendment:

1. Building No. 32, more specifically known as  
5819 Southwest 22nd Terrace

Unit 1 5819 Southwest 22nd Terrace No. 1

Unit 2 - 5819 Southwest 22nd Terrace No. 2

(c) Respective Floor Plans of Apartment Units

Pursuant to the requirements of K.S.A. 58-3111 and K.S.A. 58-3113, the Developer has filed with the Register of Deeds of Shawnee County, Kansas, simultaneous with the recording of this Amendment Expanding the Original Floor Plans for Pheasant Run Building No. 32. Those floor plans were prepared by Bartlett & West Engineers, Inc. for the Developer and, generally, depict the layout, location, apartment numbers and the dimensions of each of the apartment's location in the building. In addition, in accordance with the requirements of K.S.A. 58-3113, there is a certificate from such licensed professional engineer certifying that the recorded floor plans are accurate copies of portions of the building, as filed with and approved by the Topeka Building Inspector's Office who has the jurisdiction and control over the issuances of building permits for the construction of buildings within the city limits of the City of Topeka, Shawnee County, Kansas.

12. GENERAL DESCRIPTION OF THE STREET LOCATIONS OF THE APARTMENT UNITS AND THE APPROXIMATE AREA AND NUMBER OF ROOMS OF EACH APARTMENT UNIT.

12.1 PHEASANT RUN BUILDING 22 APARTMENT UNIT 1

ADDRESS: 5847 Southwest 22nd Terrace No. 1,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with two baths, a basement and a garage;

APPROXIMATE AREA IN SQUARE FEET: 1,188 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	408 square feet
Kitchen	192 square feet
Master Bedroom	188 square feet
Bedroom No. 2	144 square feet
No. of baths	2 baths
Garage	510 square feet

12.2 PHEASANT RUN BUILDING 22 APARTMENT UNIT 2

ADDRESS: 5847 Southwest 22nd Terrace No. 2  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with 2 baths, a basement and a garage;

APPROXIMATE AREA IN SQUARE FEET: 1,048 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room	234 square feet
Dining Room	90 square feet
Kitchen	96 square feet
Master Bedroom	168 square feet
No. of baths	2 baths
Bedroom No. 2	114 square feet
Basement	426 square feet
Garage	400 square feet

12.3 PHEASANT RUN BUILDING 23 APARTMENT UNIT 1

ADDRESS: 5848 Southwest 22nd Terrace No. 1  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with one and one-half baths, and a garage;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	304 square feet
Kitchen	103 square feet
Master Bedroom	158 square feet
Bedroom No. 2	113 square feet
No. of baths	1-1/2 baths
Patio	128 square feet
Garage	400 square feet

12.4 PHEASANT RUN BUILDING 23 APARTMENT UNIT 2

ADDRESS: 5848 Southwest 22nd Terrace No. 2  
Topeka, Kansas

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with one

and one-half baths, patio and garage;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	304 square feet
Kitchen	103 square feet
Master Bedroom	158 square feet
No. of baths	1-1/2 baths
Patio	128 square feet
Bedroom No. 2	113 square feet
Garage	260 square feet

12.5 PHEASANT RUN BUILDING 24 APARTMENT UNIT 1

ADDRESS: 5845 Southwest 22nd Terrace No. 1  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with one and one-half baths, and a garage;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	304 square feet
Kitchen	103 square feet
Master Bedroom	158 square feet
Bedroom No. 2	113 square feet
No. of baths	1-1/2 baths
Patio	128 square feet
Garage	400 square feet

12.6 PHEASANT RUN BUILDING 24 APARTMENT UNIT 2

ADDRESS: 5845 Southwest 22nd Terrace No. 2  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with one and one-half baths, patio and garage;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	304 square feet
Kitchen	103 square feet
Master Bedroom	158 square feet
No. of baths	1-1/2 baths
Patio	128 square feet
Bedroom No. 2	113 square feet
Garage	260 square feet

#### 12.7 PHEASANT RUN BUILDING 25 APARTMENT UNIT 1

ADDRESS: 5841 Southwest 22nd Terrace No. 1  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with one and one-half baths, and a garage;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	304 square feet
Kitchen	103 square feet
Master Bedroom	158 square feet
Bedroom No. 2	113 square feet
No. of baths	1-1/2 baths
Patio	128 square feet
Garage	400 square feet

#### 12.8 PHEASANT RUN BUILDING 25 APARTMENT UNIT 2

ADDRESS: 5841 Southwest 22nd Terrace No. 2  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with one and one-half baths, patio and garage;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	304 square feet
Kitchen	103 square feet
Master Bedroom	158 square feet
No. of baths	1-1/2 baths
Patio	128 square feet
Bedroom No. 2	113 square feet
Garage	260 square feet



12.9 PHEASANT RUN BUILDING 32 APARTMENT UNIT 1

ADDRESS: 5819 Southwest 22nd Terrace No. 1  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with one and one-half baths and a basement;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	304 square feet
Kitchen	103 square feet
Master Bedroom	158 square feet
Bedroom No. 2	113 square feet
No. of baths	1-1/2 baths
Patio	128 square feet
Basement	951 square feet

12.10 PHEASANT RUN BUILDING 32 APARTMENT UNIT 2

ADDRESS: 5819 Southwest 22nd Terrace No. 2,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with 1-1/2 baths, basement & patio;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	304 square feet
Kitchen	103 square feet
Master Bedroom	158 square feet
No. of baths	1-1/2 baths
Patio	128 square feet
Basement	951 square feet
Bedroom No. 2	113 square feet

13. BOUNDARY OF APARTMENT UNITS DESCRIBED FOR OWNERSHIP PURPOSES.

The boundary of each apartment unit, as hereinbefore described, for ownership purposes, shall be the same as the description of the boundaries each apartment unit as set forth in the original Declaration of Condominium for Pheasant Run Condominiums Buildings 1,2,3,4,5,6, and 7 in Section 4 of that original Declaration

more specifically to be found and located in Book 5 commencing at Page 117 of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas. All of the provisions therein contained relating to the original apartment units in the Declaration of Condominium will apply identically to the respective condominium units herein created by this Amendment of Expanded Condominiums.

14. REALLOCATION AND ALTERATION OF INTERESTS IN COMMON AS A RESULT OF THIS AMENDMENT ADDING UNITS TO CONDOMINIUM.

Pursuant to the provisions of Section 5.3 and 5.4 of the original Declaration of Condominium, the Developer reserved its right to alter and modify the respective interests in the common areas of the original apartment units established in the original Declaration of Condominium and to also provide for the allocation of respective interests in common areas by the apartment units added by any subsequent expansion of the Declaration of Condominium.

15. DESCRIPTION AND DECLARATION OF COMMON AREAS AND FACILITIES AND PROVISIONS RELATING THERETO.

The common areas and facilities in which each of the apartment owners of this Amendment of Condominium shall have an undivided interest in the amount, hereinafter set out, shall consist of all of the property, except the units owned by the individual apartment owners as such property is described in Exhibits A & B attached hereto, and paragraph 9 hereof. Further, that such common areas and facilities will include the land of the Expanded Condominium described in Amendment 7 at Condominium Book 19 at Page 214 in the Register of Deeds, Shawnee County, Kansas, as shown on such Exhibit, as well as all central utility facilities including primary utility lines serving the building contained within the Condominium. Further, the common areas and facilities shall include the exterior and

perimeter walls of each of the buildings and the units located therein internally to the exterior face of the wallboards within each apartment unit. Further, such common areas and facilities shall include all exterior hallways, stairways, porches, steps, walkways, parking areas, including plantings and landscaping, grass and private streets and ways, and any and all other portions of real or personal property not herein specifically described contained within the limits of that property hereto except that portion previously declared as individual unit property and subject to the ownership by apartment unit owners. Provided, such common area boundaries shall not include patios, garages and driveways serving the units of Buildings 22,23,24,25 and 32 which are herein designated as limited common areas. All structural components, including beams, trusses, joists, studs, roof services, shingles, flues and other structural components shall be considered as common areas and facilities. Further, the common areas and facilities shall include all easements herein granted for private ways and roads and easements given to public utility companies pursuant to this Amendment of Expanded Declaration of Condominium and any such easements that may later be abandoned or reconveyed.

16. CONVEYANCE OF COMMON AREAS AND FACILITIES.

The Developer will, simultaneous with this filing offer for sale the condominium apartment units created by this Amendment converting previous common area as construction on the units is completed. That all such conveyances, when made by the Developer, shall be subject to the provisions of the original Declaration of Condominium, as hereinabove referred to, all previous Amendments and this Amendment converting previous common area. That along with each conveyance of a condominium apartment unit, the Developer will convey a patio, garage and driveway serving it, as limited common area appurtenant to

the unit and an undivided interest in the common areas and facilities originally declared in the Declaration of Condominium and additional common areas and facilities as established by all Amendments expanding the original Condominium Declaration as that percentage interest is determined and established for each apartment unit in Paragraph 17 hereof. Each apartment unit owner's undivided interest in the common areas shall be subject to the mutual and reciprocal easements of use of such common areas and facilities by all of the apartment owners of the units declared in all Amendments expanding the original Declaration of Condominium, as well as all of the other apartment owners of the original Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14, 15,16,17,18,19,31,30,29,28,27,26,20,21,22,23,24,25 and 32 of the Declaration of Condominium and the Expanded Condominium previously filed. Further, such undivided interests and their use and enjoyment by the individual apartment unit owners shall be subject to the management, operation, maintenance, rules and regulations pertaining to the common areas and facilities by the Pheasant Run Condominium Homeowners Association, Inc., as originally set out in the Declaration of Condominium hereinabove referred to.

The Developer has previously established additional facilities on the original land contained in the Declaration of Condominium and each member of the Pheasant Run Condominium Homeowners Association, which shall include all of the owners of apartment units in this Amendment, shall have the right to the use and enjoyment of these specific common areas and the facilities constructed thereon and that easement of enjoyment and their individual undivided interest in said common areas shall be appurtenant to and pass with the title of each of these condominium units in this expanded condominium to the

same full degree and extent as the original apartment unit owners were thereby entitled, pursuant to the provisions of the original Declaration of Condominium and Expanded Condominium document. Each apartment unit established by this Amendment, together with its owner, their families, visitors, guests, and successors in interest shall have the right to the use of such common areas and facilities, including the pool, concrete deck, tennis courts and cabana clubhouse, to the same extent as the original unit owners in the Condominium and owners in the Expanded Condominium.

17. PERCENTAGE INTEREST OF APARTMENT UNIT OWNERS IN COMMON AREAS AND FACILITIES.

The percentage undivided interest, which the individual owners of the apartment units within the original Declaration of Condominium, earlier expansions, and those apartment units within this Expanded Condominium will have in the common areas and facilities, shall be as follows:

<u>UNIT DESCRIPTION</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
Building No. 1, 5849 S.W. 22nd Terrace		
Unit 1	.99	.99
Unit 2	.99	.99
Unit 3	.99	.99
Unit 4	.99	.99
Building No. 2, 5851 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 3, 5855 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98

<u>UNIT DESCRIPTION</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
Building No. 4, 5859 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 5, 5853 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 6, 5857 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 7, 5861 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 8, 5805 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 9, 5803 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 10, 5801 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 11, 5807 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98

<u>UNIT DESCRIPTION</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
Building No. 12, 5811 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 13, 5815 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 14, 5809 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 15, 5813 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 16, 5817 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 17, 5827 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 18, 5829 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98
Building No. 19, 5833 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Unit 3	.98	.98
Unit 4	.98	.98

<u>UNIT DESCRIPTION</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
Building No. 31, (formerly Building 30) 5821 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Building No. 30, 5823 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Building No. 29, 5825 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Building No. 28, 5831 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Building No. 27, 5835 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Building No. 26, 5837 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Building No. 20, 5839 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Building No. 21, 5843 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Building No. 22, 5847 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Building No. 23, 5848 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98



<u>UNIT DESCRIPTION</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
Building No. 24, 5845 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Building No. 25, 5841 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98
Building No. 32, 5819 S.W. 22nd Terrace		
Unit 1	.98	.98
Unit 2	.98	.98

Pursuant to the requirements of K.S.A. 58-3106, each apartment unit owner shall have an undivided interest in the amount of the percentage set forth above in the common areas and facilities as a tenant in common with all other unit owners. Such interest in common areas and facilities shall be considered as a part of the ownership of the apartment unit and no interest in the common area facilities of an apartment unit can be, by deed, plat or otherwise, subdivided, separated, or divided into smaller units than those herein created except pursuant to the expandable provisions of Paragraph 5 and pursuant to Paragraph 17 of the original Declaration of Condominium, as hereinabove referred to.

18. MEMBERSHIP.

Each apartment unit owner, as established in the original Declaration of Condominium previous Amendments and as established by this Amendment, shall be entitled to membership in the Pheasant Run Homeowners Association, Inc. with a corresponding membership percentage in vote equal to the percentage set forth in Paragraph 17 of this Amendment. The terms and conditions of said membership and the exercise of voting privileges belonging to the apartment unit owners shall be prescribed by the By Laws of the Homeowners Association which were filed simultaneous with the original

Declaration and attached as Exhibit "G" to that Declaration.

19. All of the provisions as set forth at paragraphs 8,9,9.1,9.2,9.3,9.4,9.5,9.6,9.7,9.8,9.9,10,10.1,11 and 11.1 in the original Declaration of Condominium for Pheasant Run Buildings 1 through 17 and specifically recorded in the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at Page 129 and continuing through Page 139, are to apply to the apartment units created by this Expansion Amendment to the same extent, except that such provisions shall be modified to the extent necessary to include the additional units which are expanded as a result of this Amendment so that such provisions shall be speaking to the total 102 units created to date. The provisions of paragraph 14.9, 14.10, 14.11,14.12, 14.13, 15,16,17,18,19,20,21,21.1,21.2,21.3,22,23,24,25,26,27 and 28 shall apply equally to the apartment units created by this Amendment to the same full degree and extent as they apply to the original apartment units created in the Declaration of Condominium for Pheasant Run Buildings 1 through 7. Those particular paragraphs are found in the original Declaration of Condominium in the office of the Register of Deeds in Condominium Book No. 5 beginning with Page 147 and continuing through Page 156.

20. That all of the provisions contained in paragraphs 12, 12.1, 12.2, and 13 of the original Declaration of Condominium for Pheasant Run Buildings 1 through 7, and specifically to be found in the records of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at Page 139 and continuing through Page 142, are to apply equally to the apartment units created by this Expansion Amendment to the same full degree and extent as they applied to the original apartment units created by the Declaration of Condominium for Pheasant Run Buildings 1 through 7.

21. The provisions of paragraph 14, 14.1,14.2,14.3,14.4, 14.5 and 14.6 shall apply to the apartment units created by this Amendment to the same degree and extent as they applied to the original apartment units created by the Declaration of Condominium for Pheasant Run Buildings 1 through 7. Those paragraphs are specifically to be found in the office of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at Page 142 and continuing through 145. The provisions of paragraph 14.7 found in Condominium Book No. 5 at Pages 145 and 146 are to apply, likewise, to the apartment units created by this Amendment, except that the percentage upon which the expenses will be assessed will be apportioned to all one hundred two (102) units in accordance with the percentage interest set forth in Paragraph 17 of this Amendment.

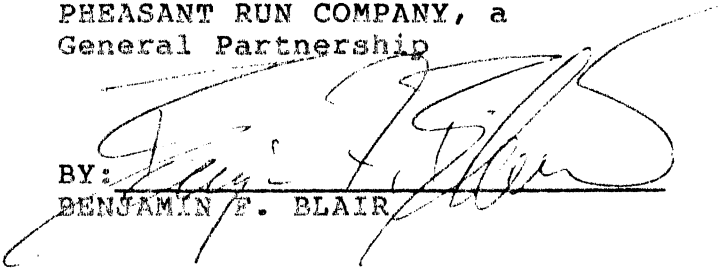
22. The provisions of paragraph 14.8 of the original Declaration of Condominium of Pheasant Run Buildings 1,2,3,4,5,6 and 7, a Condominium in Topeka, Shawnee County, Kansas, recorded in the office of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at Page 94, Amendment No. 1 recorded in that same office in Condominium Book 7 at Page 219, not herein amended are expressly reaffirmed by the Developer.

23. In the event the design of Buildings 22, 23, 24, 25 or 32 is altered by later amendment to allow up to a maximum of 124 units overall then the Developer expressly reserves the right to reallocate all existing interests in common areas and alter them as additional expansions may occur, all as set forth in Paragraphs 5.3,5.4,5.5,5.6,5.7,5.8,5.9,5.10 and 5.11, specifically recorded in Condominium Book No. 5 at Pages 121-124 in the office of the Register of Deeds, Shawnee County, Kansas, together with any other appropriate paragraphs of the original Declaration.

IN WITNESS WHEREOF, the Developer, through its lawfully authorized agent, has caused this Amendment No. 13 to the Declaration of Condominium of Pheasant Run Buildings 1,2,3,4,5,6,7 and the Expansion Amendment to include Buildings 8,9,10,11,12,13,14,15, 16,17,18,19,31,30,29,28,27,26,20 and 21, by hereby expanding said Condominium to include Pheasant Run Buildings 22,23,24,25 and 32 to be signed the day and year first above written.

DEVELOPER:

PHEASANT RUN COMPANY, a  
General Partnership

BY:   
BENJAMIN F. BLAIR

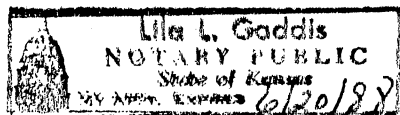
STATE OF KANSAS       )  
                              ) SS:  
COUNTY OF SHAWNEE   )

BE IT REMEMBERED, that on this 21<sup>st</sup> day of March, 1986, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came BENJAMIN F. BLAIR, as General Partner of PHEASANT RUN COMPANY, a General Partnership, and said BENJAMIN F. BLAIR 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, and that BENJAMIN F. BLAIR is personally known to me to be a partner of said partnership and executed the within instrument of writing in behalf of said partnership, and such person acknowledged the execution of the same to be the act and deed of said partnership.

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

  
NOTARY PUBLIC

My Appointment Expires:



# PLAT OF SURVEY

No. 2938-B-3

Ordered By John Stumbo

Survey Date April 15, 1979 Party Engler/Dayton Field Notes 2938-F

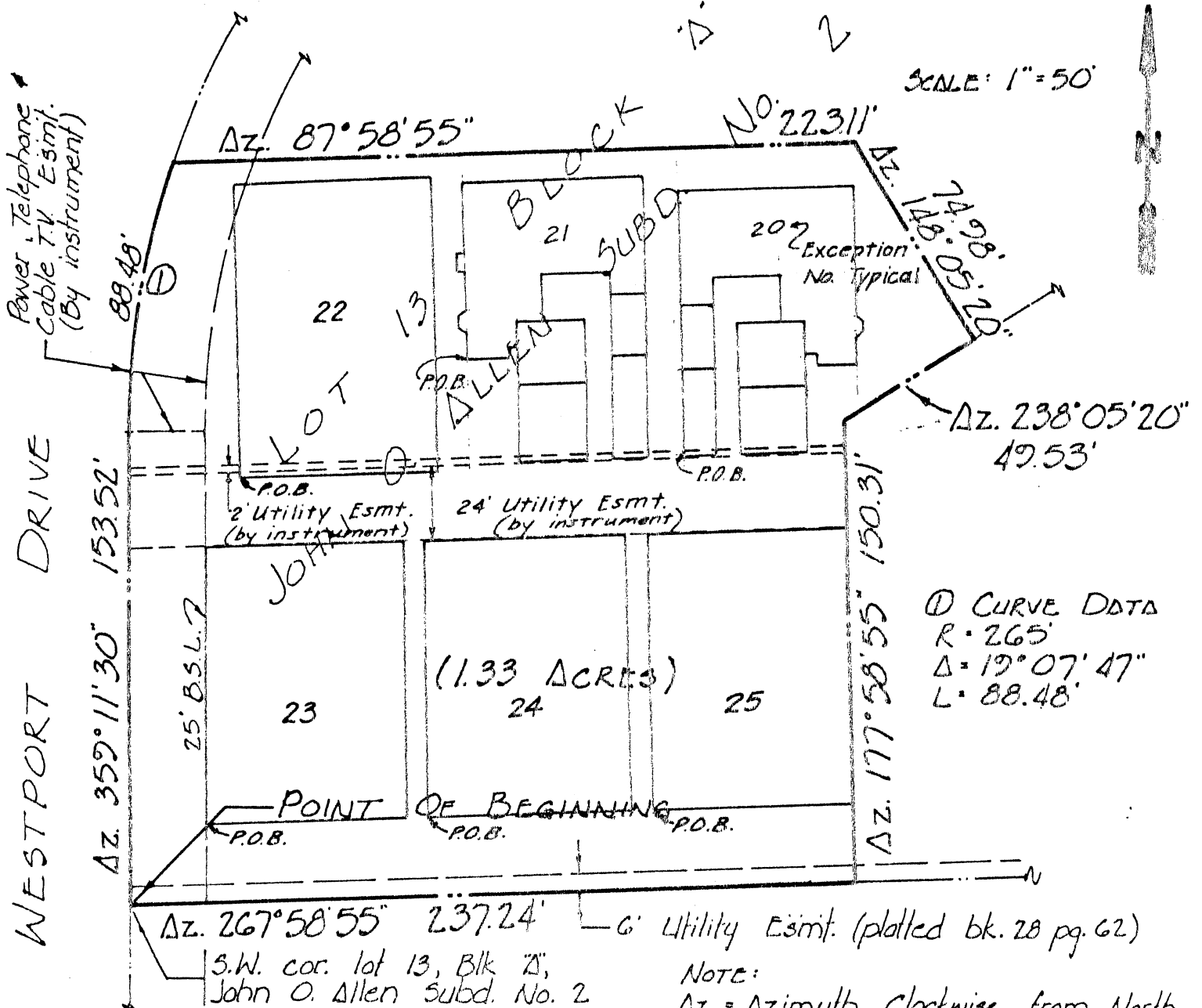
**Description:** A tract of land located in the northwest quarter of Section 9, Township 12 South, Range 15 East of the 6th P.M., City of Topeka, Shawnee County, Kansas, more particularly described as follows:

BEGINNING at the southwest corner of Lot 13, Block A, John O. Allen Sub-division No. 2, City of Topeka, Shawnee County, Kansas; thence on Az 359 degrees 11 minutes 30 seconds, 153.52 feet along the West line of said lot; thence 88.48 feet northerly along said West line around a curve to the right having a radius of 265.00 feet and a central angle of 19 degrees 07 minutes 47 seconds; thence on Az 87 degrees 58 minutes 55 seconds, 223.11 feet; thence on Az 148 degrees 05 minutes 20 seconds, 74.98 feet; thence on Az 238 degrees 05 minutes 20 seconds, 49.53 feet; thence on Az 177 degrees 58 minutes 55 seconds, 150.31 feet to a point on the South line of said lot; thence on Az 267 degrees 58 minutes 55 seconds, 237.24 feet along said South line to the point of beginning, containing 1.33 acres, more or less.

Less the following exceptions 20 through 25: (See sheets 2 through 7 of 7)

Note: The Surveyor has not performed a title search nor an easement search nor has either been provided to him.

Az. = Azimuth, measured clockwise from assumed North.



NOTE:

Az. = Azimuth, Clockwise from North

**Bartlett & West** R. P. Redman, Consulting Engineer, hereby certify that the above plat is the true find-ings of a survey of the above described property.

Engineers, Land Planners & Landscape Architects  
10 West 33rd St., Topeka, KS 66611 (913) 268-1227  
BRANCH OFFICE Mitchell, MO

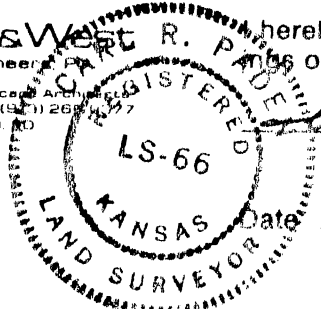
LS-66

Signature of Surveyor

3-19-86

3-14-86

7-25-85



May 15

1979

28 PAGE 474

rd

EXCEPTION NO. 22 (KNOWN AS 5847 S.W. 22nd TERRACE)

Commencing at said southwest corner of Lot 13; thence east on Az 87 degrees 58 minutes 55 seconds, 40.13 feet coincident with the south line of said Lot 13; thence on Az 357 degrees 58 minutes 55 seconds, 141.01 feet to the Point of Beginning; thence continuing on Az 357 degrees 58 minutes 55 seconds, 92.00 feet; thence on Az 87 degrees 58 minutes 55 seconds, 64.00 feet; thence on Az 177 degrees 58 minutes 55 seconds, 92.00 feet; thence on Az 267 degrees 58 minutes 55 seconds, 64.00 feet to the Point of Beginning, containing 5,888 square feet, more or less.

(Az = Azimuth, measured clockwise from assumed North.)

Exhibit A



28 PAGE 475

EXCEPTION NO. 23 (KNOWN AS 5848 S.W. 22nd TERRACE)

Commencing at said southwest corner of Lot 13; thence on Az 87 degrees 58 minutes 55 seconds, 25.24 feet coincident with the south line of said Lot 13; thence on Az 357 degrees 58 minutes 55 seconds, 24.00 feet to the Point of Beginning; thence continuing on Az 357 degrees 58 minutes 55 seconds, 93.00 feet; thence on Az 87 degrees 58 minutes 55 seconds, 66.00 feet; thence on Az 177 degrees 58 minutes 55 seconds, 93.00 feet; thence on Az 267 degrees 58 minutes 55 seconds, 66.00 feet to the Point of Beginning, containing 6,138 square feet, more or less.

Az = Azimuth, measured clockwise from assumed North.)

Exhibit B



28 PAGE 476

EXCEPTION NO. 24 (KNOWN AS 5845 S.W. 22nd TERRACE)

Commencing at said southwest corner of Lot 13; thence on Az 87 degrees 58 minutes 55 seconds, 98.24 feet coincident with the south line of said Lot 13; thence on Az 357 degrees 58 minutes 55 seconds, 24.00 feet to the Point of Beginning; thence continuing on Az 357 degrees 58 minutes 55 seconds, 93.00 feet; thence on Az 87 degrees 58 minutes 55 seconds, 66.00 feet; thence on Az 177 degrees 58 minutes 55 seconds, 93.00 feet; thence on Az 267 degrees 58 minutes 55 seconds, 66.00 feet to the Point of Beginning, containing 6,138 square feet, more or less.

Az = Azimuth, measured clockwise from assumed North.)

Exhibit C



28 PAGE 477



EXCEPTION NO. 25 (KNOWN AS 5841 S.W. 22nd TERRACE)

Commencing at said southwest corner of Lot 13; thence on Az 87 degrees 58 minutes 55 seconds, 171.24 feet coincident with the south line of said Lot 13; thence on Az 357 degrees 58 minutes 55 seconds, 24.00 feet to the Point of Beginning; thence continuing on Az 357 degrees 58 minutes 55 seconds, 93.00 feet; thence on Az 87 degrees 58 minutes 55 seconds, 66.00 feet; thence on Az 177 degrees 58 minutes 55 seconds, 93.00 feet; thence on Az 267 degrees 58 minutes 55 seconds, 66.00 feet to the Point of Beginning, containing 6,138 square feet, more or less.

Az = Azimuth, measured clockwise from assumed North.)

Exhibit D



28 PAGE 478

# PLAT OF SURVEY

No. 2938

Ordered By

Mr. John Stumbo

Survey Date

Dec. 22

19 82

Party

Uhl

Field Notes

2938-F

Description

Az. 357° 58' 55" 150.3'

FOR LEGAL DESCRIPTION,  
SEE ATTACHED SHEETS

POINT OF COMMENCEMENT  
THE SOUTHWEST CORNER  
OF LOT 13, BLOCK 'A',  
JOHN O. ALLEN SUBD. No. 2

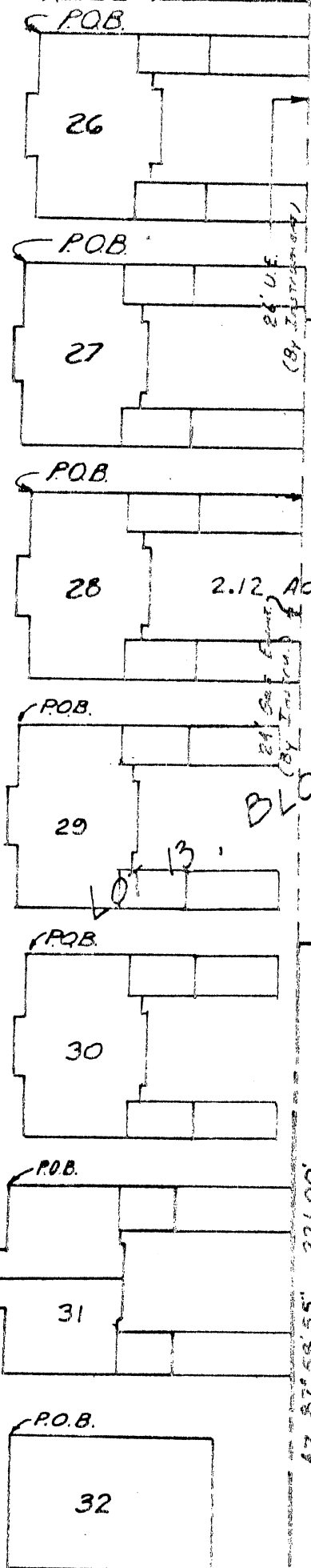
SEE ATTACHED  
SHEET FOR  
LEGAL  
DESCRIPTION

Point of Beginning

THE SOUTH LINE OF J.O. ALLEN SUBD. No. 2

Az. 267° 58' 55" 521.00'

6' U.E.  
(PLATTED: BK. 28, PG. 62)



Az. 177° 58' 55" 123.00'

Az. 87° 58' 55" 221.00'

6' U.E. (PLATTED: BK. 28, PG. 62)

Az. 177° 58' 55" 117.00'

Az. 58° 05' 20" 91.53'

Az. 357° 58' 55" 44.07'



SCALE 1" = 50'

AZ = AZIMUTHS CLOCKWISE  
FROM NORTH

P.O.B.

P.O.B.

P.O.B.

P.O.B.

P.O.B.

P.O.B.

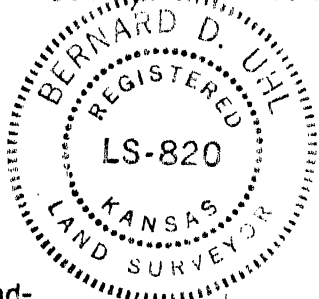
P.O.B.

JOHN O. ALLEN SUBD. No. 2

JOHN O. ALLEN SUBD. No. 2

EXCEPTION No. Typ.

Note: The Surveyor has not performed  
a title search nor an easement search,  
nor has either been provided to him.



I hereby certify that the above plat is the true find-  
ings of a survey of the above described property.

*Bernard D. Uhl*

Signature of Surveyor

Date

Dec. 22

19

82

1 of 12

28 PAGE 479

**Bartlett & West**  
Consulting Engineers, PA  
Engineers, Land Planners & Landscape Architects  
West 33rd St. Topeka, KS 66611 (913) 288-8377  
BRANCH OFFICE Mitchell MO

4-6-83 REV. 3-14-86  
7-22-83 REV. 3-19-86  
10-11-83 REV. 3-19-86  
10-20-83 REV. 3-19-86

Exception No. 32 (Known as 5819 S.W. 22nd Terrace)

Commencing at said southwest corner of Lot 13; thence on Az 87 degrees 58 minutes 55 seconds, 692.91 feet coincident with the south line of said Lot 13; thence on Az 357 degrees 58 minutes 55 seconds, 27.00 feet to the Point of Beginning; thence continuing on Az 357 degrees 58 minutes 55 seconds, 66.00 feet; thence on Az 87 degrees 58 minutes 55 seconds, 42.33 feet; thence on Az 177 degrees 58 minutes 55 seconds, 66.00 feet; thence on Az 267 degrees 58 minutes 55 seconds, 42.33 feet to the Point of Beginning, containing 2,794 square feet, more or less.

(Az = Azimuth, measured clockwise from assumed North.)

Exhibit 2:

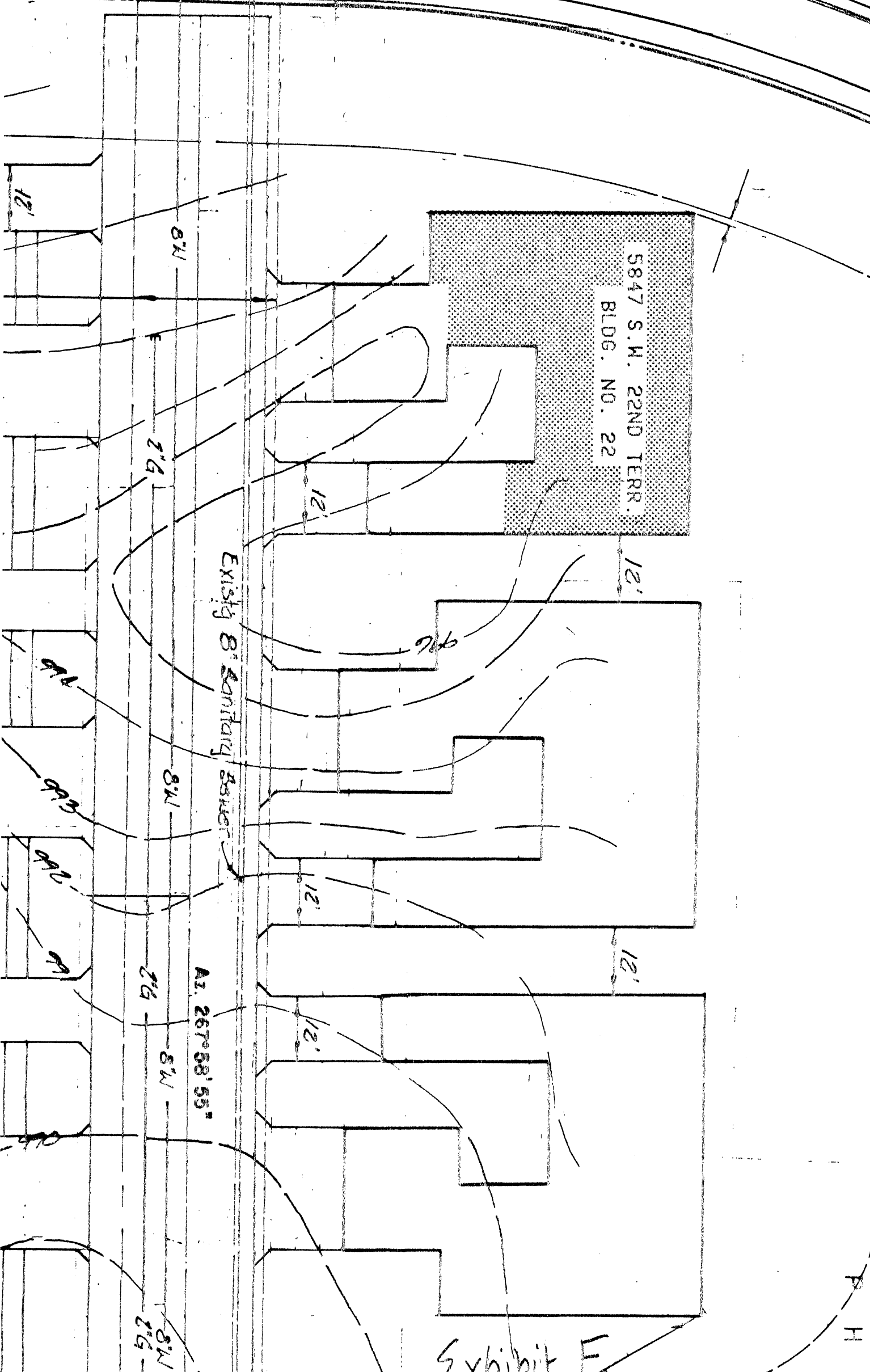


5847 S.W. 22ND TERR.  
BLDG. NO. 22

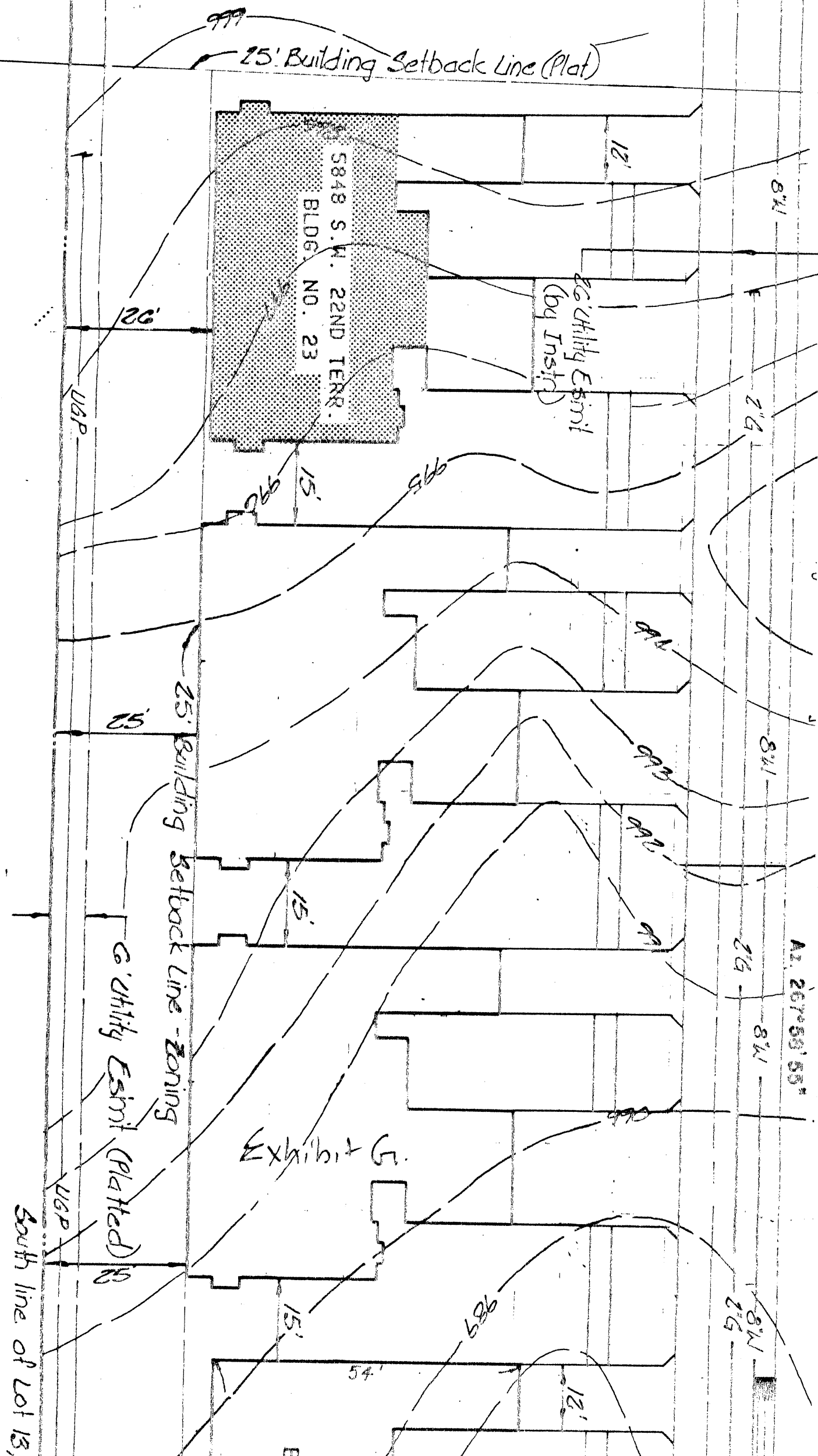
EXIST'G 8" SANITARY SEWER

AL. 267°58'55"

Exhibit F



SW corner of Lot 13, Blk A



25' Building Setback Line (Plot)

5848 S.W. 22ND TERR.  
BLDG. NO. 23

6' Utility Easement  
(by Inst'd)

25' Building Setback Line - Zoning

6' Utility Easement (Platted)

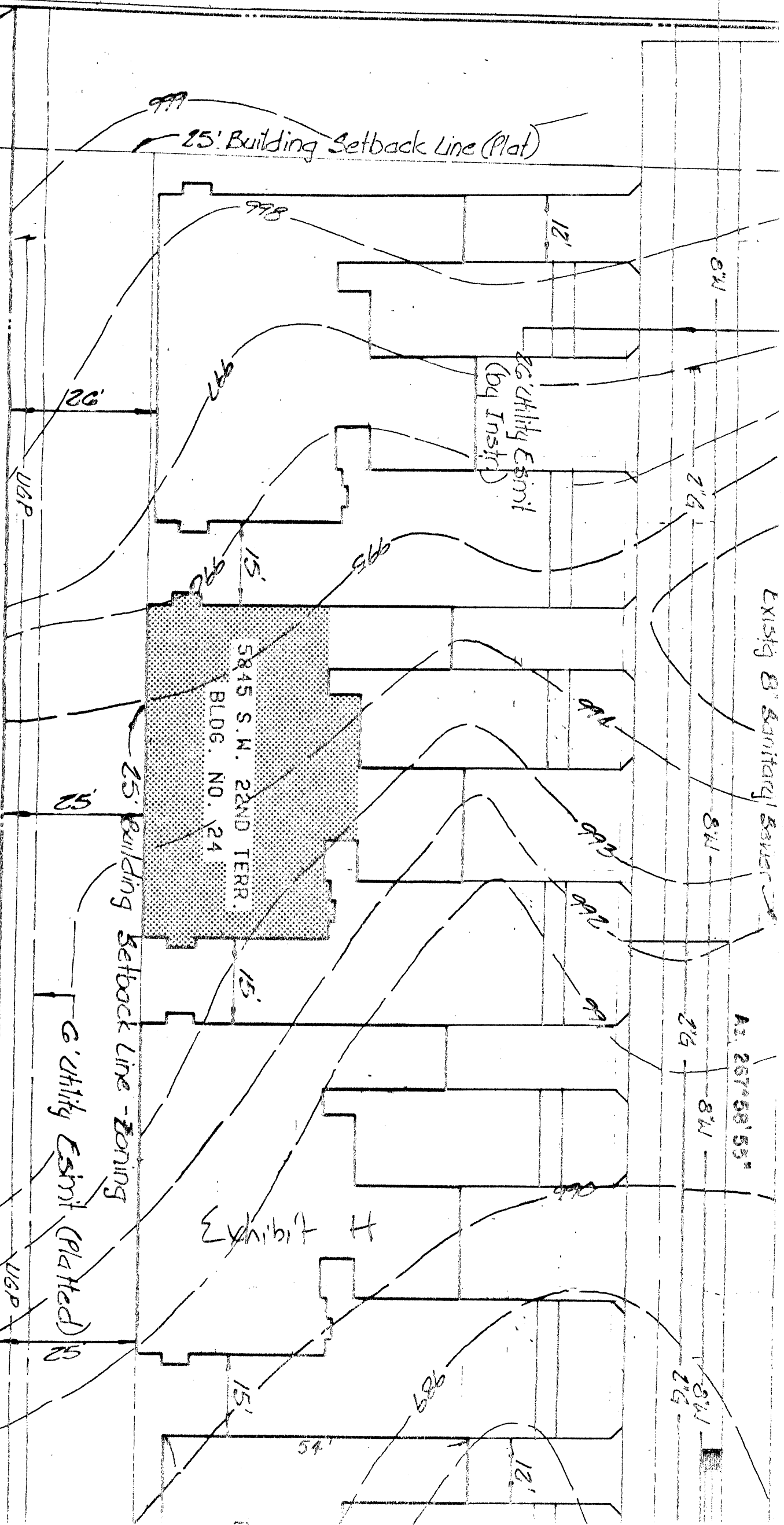
Exhibit G

South line of Lot 13

441' corner of 1st & Bk 10"

200 00 00

South line of Lot 13



25' Building Setback Line (Plat)

C' Utility Easmt  
(by Insist)

5845 S.W. 22ND TERR.  
BLDG. NO. 24

25' Building Setback Line - Zoning

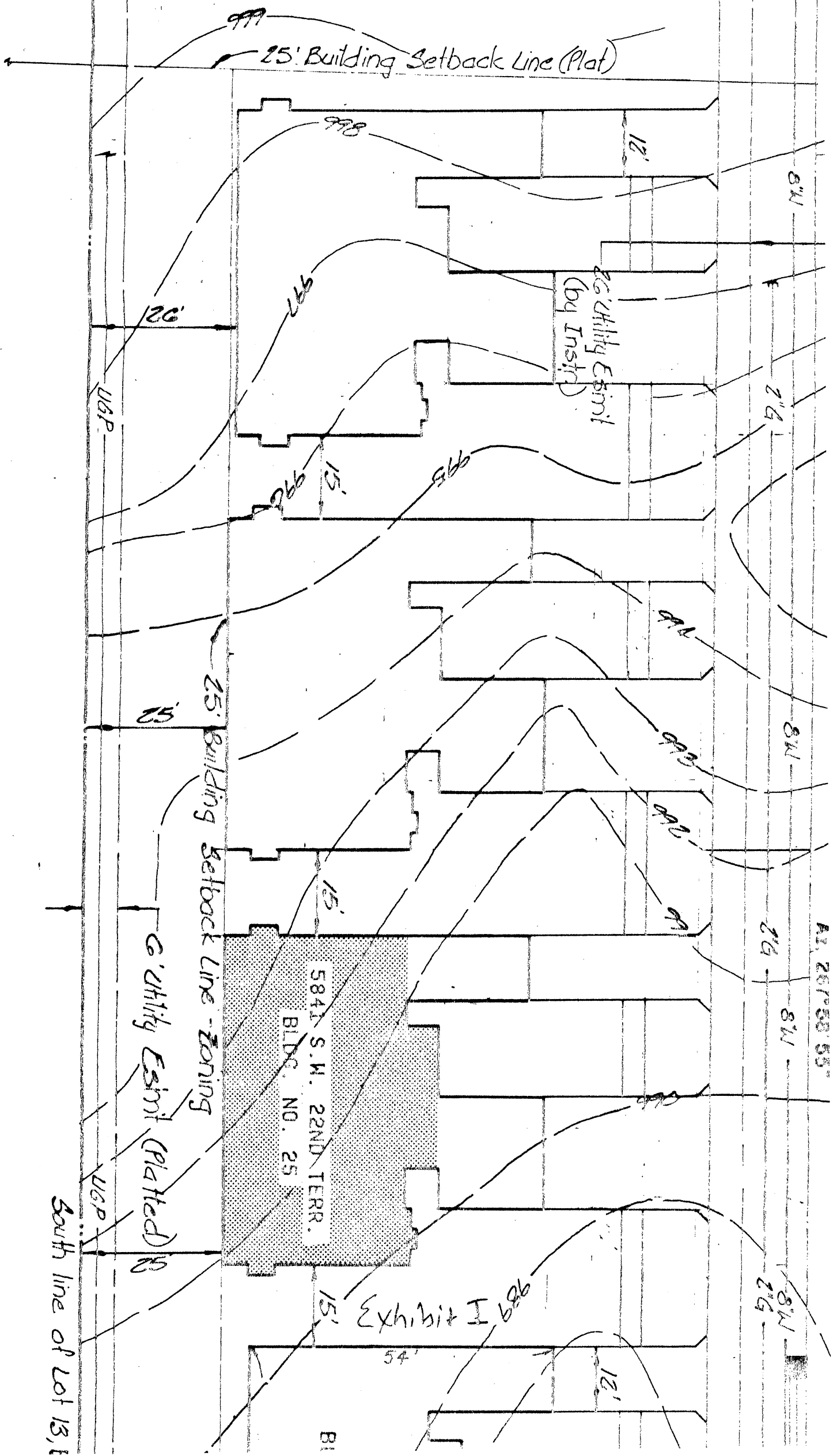
C' Utility Easmt (Platted)

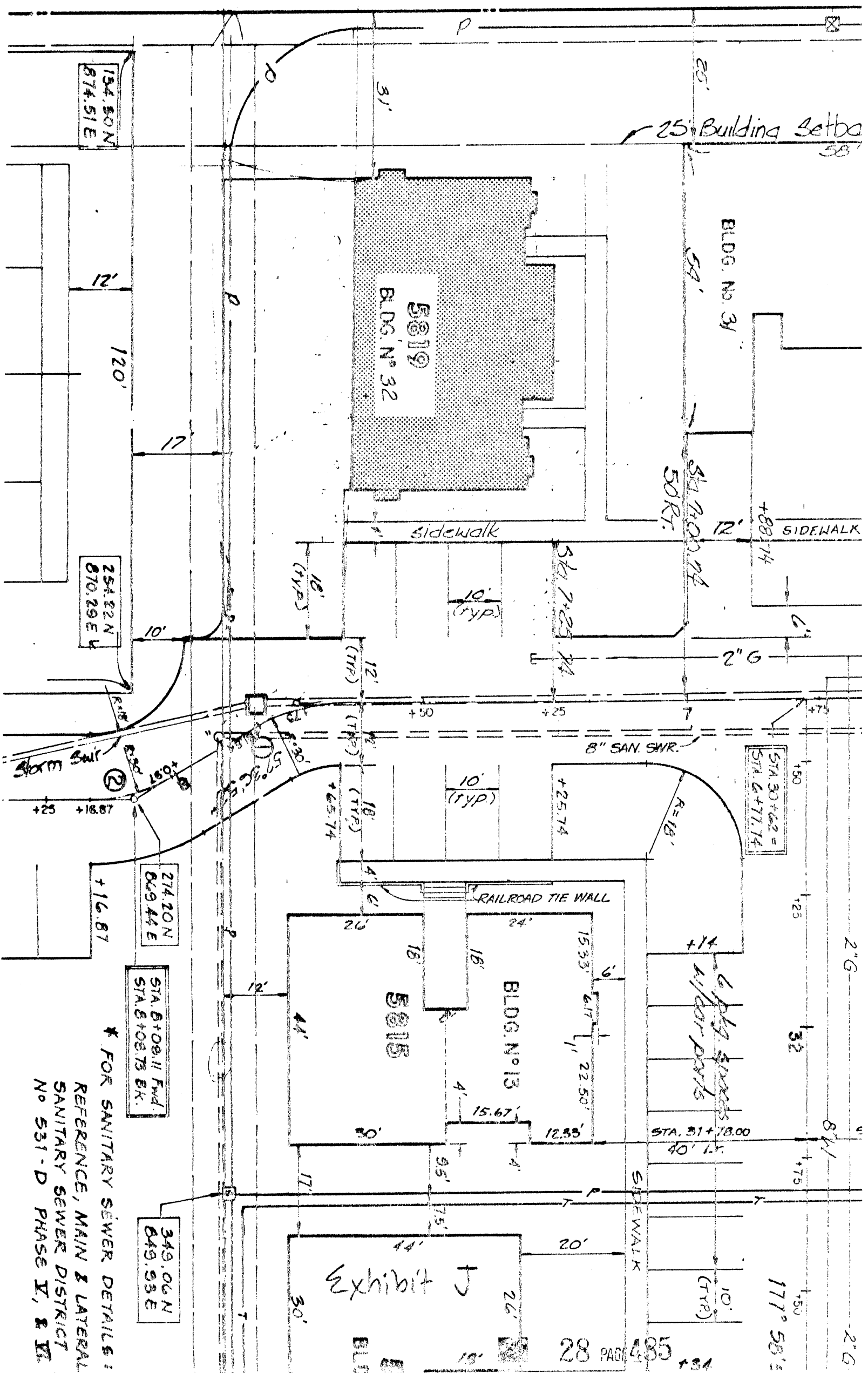
Existing 8' Sanitary Sewer

A1 267' 58' 55"

Exhibit H

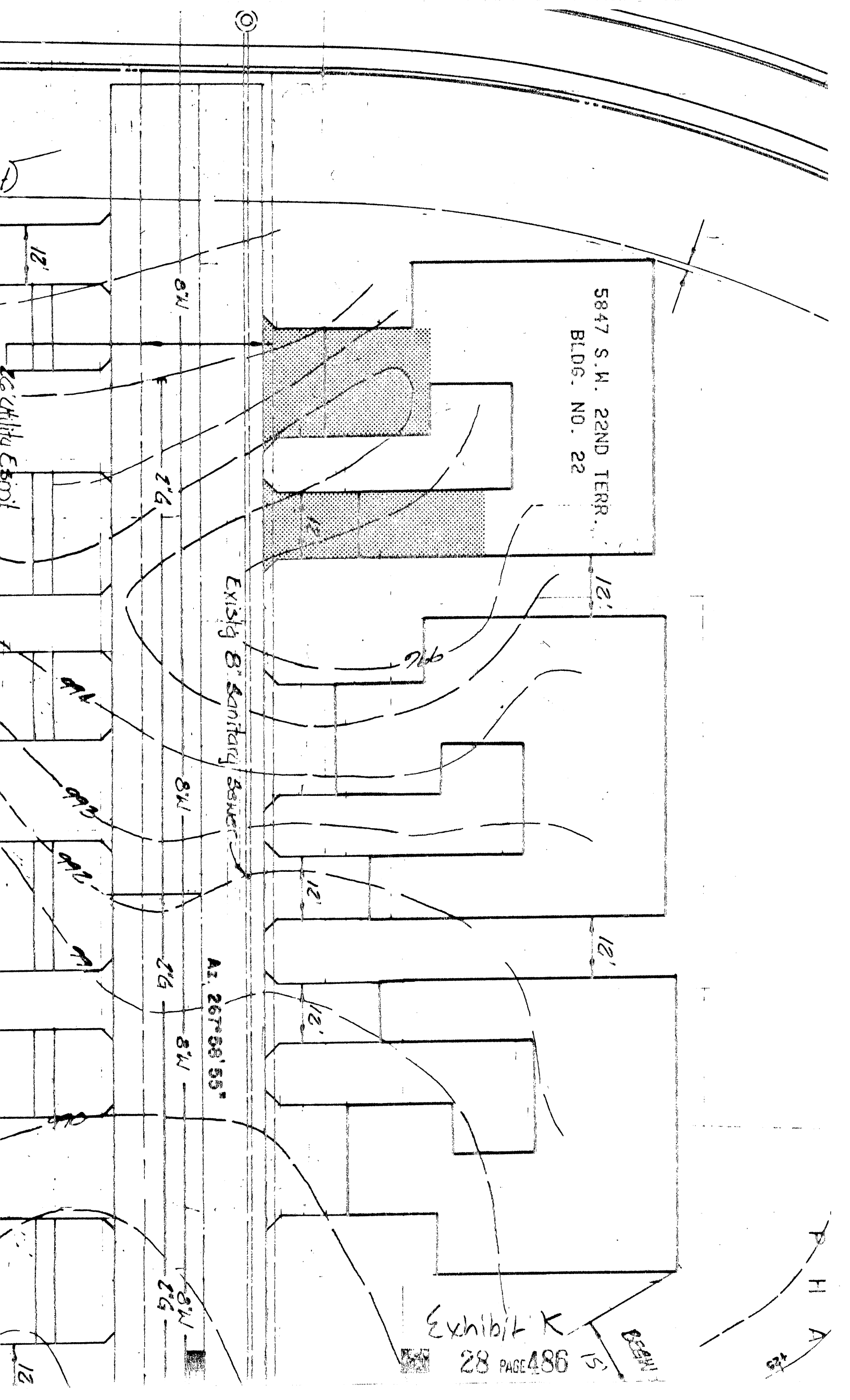
SW corner of Lot 13, Blk "A",  
John O. Allen Subd. 100-N, 100-E





\* FOR SANITARY SEWER DETAILS :  
REFERENCE, MAIN & LATERAL  
SANITARY SEWER DISTRICT  
No 531-D PHASE V, & VI.





5847 S.W. 22ND TERR.  
BLDG. NO. 22

EXIST' 8" SANITARY SEWER

AL 267°58'55"

Exhibit K

P H A



25' Building Setback Line (Plat)

cc Utility & Envt  
(by Instr)

5845 S.W. 2<sup>ND</sup> TERR.  
BLDG. NO. 24

25' Building setback line - zoning

Seedling Estm't (Planted)

Exhibit M

South line of Lot 13.

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