

EXHIBIT D

BYLAWS
OF
THE TUILERIES ASSOCIATION

ARTICLE I

PREMISE

Section 1. Submission to Condominium Property Act and Adoption of Bylaws. These bylaws are adopted by Del Paseo Investors, a California partnership (hereinafter called "Owner"), this 17th day of July, 1978, as the bylaws of The Tuileries Association, referred to in the Declaration to which a true copy of these Bylaws is attached as Exhibit D, said Declaration made by Owner, submitting the Property, hereinafter described to the provisions of the Apartment Ownership Act of Kansas, K.S.A. Sections 58-3101, et seq. The land constituting a part of the Property hereinbefore referred to is located in Overland Park, Johnson County, Kansas, and is legally described, prior to the recording of the Plat of The Tuileries, as follows:

TRACT 1 Commencing at the Northwest corner, East One-Half (E 1/2), Southwest One-Quarter (SW 1/4), Section 8-13S-25E; thence South 02°-01'-43" East on the West Line, East One-Half (E 1/2), Southwest One-Quarter (SW 1/4), Section 8-13S-25E, 30.00 feet to a point on the existing Southerly Right-of-Way Line of 107th Street, said point being the True Point of Beginning; thence North 87°-48'-46" East on the existing Southerly Right-of-Way Line of 107th Street on a line which lies 30.00 feet Southerly from and parallel to the North Line, Southwest One-Quarter (SW 1/4), Section 8-13S-25E, 589.00 feet to a point; thence South 02°-11'-14" East, 614.00 feet to a point; thence South 30°-20'-06" East, 483.56 feet to a point; thence South 33°-31'-45" East, 262.04 feet to a point on the existing Northerly Right-of-Way Line of Interstate Highway 435 (I-435); thence Southwesterly, Westerly and Northwesterly on the existing Northerly Right-of-Way Line of Interstate Highway 435 (I-435) on a curve to the right having a radius of 5579.65 feet, an initial tangent bearing of South 89°-32'-36" West, 964.35 feet to a point on the West Line, East One-Half (E 1/2), Southwest One-Quarter (SW 1/4), Section 8-13S-25E; thence North 02°-01'-43" West on the West Line, East One-Half (E 1/2), Southwest One-Quarter (SW 1/4), Section 8-13S-25E, 1152.10 feet to the True Point of Beginning.

The above described tract containing 18.8591 Acres (821,500.575 square feet), and being subject to all easements and reservations of record.

TRACT 2 Commencing at the Northwest corner East One-Half (E 1/2) Southwest One-Quarter (SW 1/4) Section 8-13S-25E; thence South 02°-01'-43" East on the West line, East One-Half (E 1/2) Southwest One-Quarter (SW 1/4), Section 8-13S-25E, 30.00 feet to a point on the existing Southerly Right-of-Way Line of 107th Street; thence North 87°-48'-46" East on the existing Southerly Right-of-Way Line of 107th Street on a line which lies 30.00 feet Southerly from and parallel to the North line Southwest One-Quarter (SW 1/4), Section 8-13S-25E, 589.00 feet to the True Point of Beginning; thence North 87°-48'-46" East on the existing Southerly Right-of-Way Line of 107th Street, 48.33 feet to a point; thence South 12°-50'-46" West, 186.33 feet to a point; thence North 02°-11'-14" West, 179.95 feet to the True Point of Beginning.

The above described tract containing 0.0998 acres (4348.492 square feet) and being subject to all easements and reservations of record.

The name of the Association to which these Bylaws are applicable is "The Tuileries Association", hereinafter referred to as the "Association", and said Association shall be a Kansas nonprofit corporation whose members shall be the condominium unit owners as referred to and defined in the Declaration. The percentage of interest ("condominium unit interest") in the Association of the respective unit owners shall be designated on Exhibit C attached to said Declaration. The Property, which includes the "common areas and facilities" and the "units" as defined in said Declaration, shall be administered and governed by these Bylaws and in accordance with the Declaration, the duly adopted rules and regulations, the laws of the State of Kansas, in particular Sections 58-3101, et seq. and applicable local laws and ordinances. All definitions as contained in Section 1 of the Declaration are adopted and incorporated herein by reference. For the purposes hereof, the term "Property", as herein used, shall have the meaning described in the Declaration and shall include the land, the buildings and all improvements thereon, all easements, rights and appurtenances belonging thereto, and all property, real or personal, constituting or being in and upon said land or belonging to the Association, except the personal property, equipment, decorations and furnishings of any present tenants and the condominium unit owners and their respective tenants, if any. Attached hereto as Schedule A is an inventory of furnishings, office equipment, tools, personal property and equipment, being the inventory of such items conveyed to Owner on acquisition of the Property, and Owner declares the same to be the property of the Association, but without warranty as to condition or accuracy of description. Locations of the various items shown on the inventory have references to the location designations previously used.

Section 2. Application. All present and future condominium unit owners, mortgagees, lessees and occupants of the units, their employees, agents, guests and invitees and all other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Declaration and the rules and regulations of the Association. The acceptance of a deed of conveyance or the entering

into a lease or the occupancy or use of a unit or units shall constitute an agreement that the Declaration, these Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted, ratified and will be complied with.

Section 3. Office. The office of the Association shall be at 10801 Glenwood, Overland Park, Johnson County, Kansas, or at such other location as hereafter designated by the Board of Managers of the Association.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Qualification. The business of the Association shall be conducted by its Board of Managers who shall be the Board of Directors of The Tuileries Association, a Kansas nonprofit corporation. For purposes hereof, the terms "board of directors" and "Board of Managers" shall be considered synonymous. Until the date of the first annual meeting of the Board of Managers, as hereinafter referred to, or until a new Board of Managers is elected at a special meeting of the condominium unit owners as described in Article III Section 1 hereinafter, whichever first occurs, and thereafter until their successors shall have been elected by the condominium unit owners, the Board of Managers shall consist of three persons named in the Articles of Incorporation of The Tuileries Association, and such Board of Managers shall have all of the powers and duties for the administration of the affairs of the Association as the board of directors of a Kansas nonprofit corporation and as set out in Section 2 hereinafter and following, including, but not limited to, the preparation of the budget and levying assessments for common expenses and the like, and as described in Section 1.D of Article V hereof. Thereafter, the Board of Managers shall be composed of nine (9) persons, each of whom shall be either (a) an owner of a unit as a sole owner, or tenant in common, or joint tenant, or (b) in the case of partnership owners, a member(s) of such partnership, or (c) in the case of a corporate owner, an officer or member of the board of directors of such corporation, or (d) in the case of a fiduciary owner, the fiduciary or officer, as the case may be, of such fiduciary. Owner shall be deemed a condominium unit owner of each respective unit so long as it holds title thereto.

Section 2. Powers and Duties. The Board of Managers shall have all of the powers and duties necessary for the administration of the affairs of the Association and as stated herein, and may do all such acts and things to exercise and carry out such powers and duties subject to the provisions of the Declaration and these Bylaws and except as by law, the Declaration of these Bylaws may not be delegated by the Board of Managers to the condominium unit owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the common areas and facilities and limited common areas and facilities as they are defined in the Declaration;

(b) Determination and payment of the common expenses required for the affairs of the Association, including, without limitation, the operation, care, upkeep and maintenance of the common areas and facilities;

(c) Assessment and collection of common charges, to meet the common expenses, from the condominium unit owners;

(d) Entering into contracts and agreements for and on behalf of the Association, including, but not limited to, employment (including the right of dismissal) of a manager or management company, subject to the provisions of Section 3 hereinafter, personnel, contractors and subcontractors necessary for the maintenance and operation of the common areas and facilities and conduct of the affairs of said Association;

(e) Adoption and amendment of rules and regulations including the rules and regulations attached hereto, as Schedule B, applicable to the operation and use of the Property;

(f) Opening of and maintaining bank accounts, writing checks on such accounts and making deposits and withdrawals on behalf of the Association, designating the signatories required therefor and borrowing money from banks to meet requirements from time to time for working capital, common expenses and emergencies; however, loans at any time outstanding shall not exceed \$100,000.00 in the aggregate and no loan shall be entered into having a maturity date in excess of five (5) years. Any loan or loans in excess of such limit or for a longer maturity shall be made only with the affirmative vote in person or by proxy of at least 80% in condominium unit interest of all the condominium unit owners, at an annual or special meeting of condominium unit owners. Loans on units acquired by the Association, as referred to in these Bylaws, shall not be deemed included in the limitations of this subparagraph (f);

(g) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all condominium unit owners, units offered for sale or lease, or surrendered by their owners to the Board of Managers;

(h) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all condominium unit owners, units offered for sale or lease, or surrendered by their owners to the Board of Managers;

(i) Selling, leasing, mortgaging or otherwise dealing with units acquired by, and subleasing units leased by, the Board of Managers, or its designee, corporate or otherwise, on behalf of all condominium unit owners;

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to units on behalf of all condominium unit owners;

(k) Leasing or licensing the use of storage areas, parking and garage areas, rooms for operating or service personnel of the Association and condominium unit owners, laundry rooms, storage lockers and facilities, and other common areas and facilities, and including the granting of licenses for vending or service machines;

(l) Obtaining of insurance covering and applicable to the Property, including the units, pursuant to the provisions of Article V, Section 2 hereof; and

(m) Paying real estate and personal property taxes, assessments and the like levied, assessed or charged against the Property.

Section 3. Managing Agent and Manager. The Board of Managers may employ for the Association a management company or a manager, at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, the duties listed in subparagraphs (a), (b), (c), (d), (k), (l) and (m) of Section 2 of this Article II. It is provided, however, that no management contract or agreement shall be for a period longer than three (3) years from the date of execution, and all such management contracts or agreements shall contain a provision allowing termination thereof by the Board of Managers at any time, with or without cause, on ninety (90) days prior written notice to the manager or management company. The Board of Managers may not delegate to the manager or management company any of the duties set forth in subparagraphs (e), (f), (g), (h), (i) and (j) of Section 2 of this Article II.

Section 4. Election and Term of Office. In the event a new Board of Managers is elected following the sale by Owner of units representing 80% or more in condominium unit interest, as provided in Article III, Section 1 herein, and prior to the first annual meeting, the nine (9) members so elected shall serve until the next

annual meeting or until their successors have been elected and qualified at said annual meeting. At the first annual meeting of the condominium unit owners, nine (9) members of a new Board of Managers shall be elected and the term of office of three members of the Board of Managers shall be fixed at three (3) years, the term of office of three members of the Board of Managers shall be fixed at two (2) years, and the term of office of three members of the Board of Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Managers, his successor shall be elected to serve for a term of three (3) years. The members of the Board of Managers, unless a member's term is earlier vacated, shall hold office until their respective successors shall have been elected by the condominium unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of condominium unit owners, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of the condominium unit owners present in person or by proxy, provided a quorum of unit owners are present in person or by proxy, as stated in Sections 7, 8 and 9 of Article III hereof, and a successor may then or thereafter be elected by the condominium unit owners to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the condominium unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the condominium unit owners, shall be filled by a vote of a majority of the members of the Board of Managers at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until the next annual meeting of the condominium unit owners, at which time the condominium unit owners shall elect a member of the Board of Managers to serve for

the remaining part of the unexpired term, if any, of the member whose absence created the vacancy, or if no unexpired term remains, to serve for a three year term.

Section 7. Organization Meeting. The first meeting of the members of the Board of Managers following the first annual meeting of the condominium unit owners shall be held within ten (10) days after said first annual meeting, at such time and place as shall be fixed by the condominium unit owners at the meeting at which such Board of Managers shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting.

Section 8. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Managers shall be given by the President or Secretary to each member of the Board of Managers, in person or by mail, telephone or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) business days notice to each member of the Board of Managers, given in person or by mail, telephone or telegraph, which notice shall inform as to the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least five (5) members of the Board of Managers given as above described to the President or Secretary.

Section 10. Waiver of Notice. Any member of the Board of Managers may, at any time, waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members

of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Managers. Each member of the Board of Managers shall be entitled to one vote regardless of his condominium unit interest, in decisions or resolutions of the Board of Managers. At all meetings of the Board of Managers, a majority of the full Board of Managers shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Managers shall obtain reasonable and customary fidelity bonds for all officers and employees of the Association handling or responsible for funds of the Association. The premiums on such bonds shall constitute a common expense of the Association.

Section 13. Compensation. No member of the Board of Managers shall receive any compensation from the Association for acting as such unless such compensation is approved by a majority of condominium unit owners as described in Sections 7, 8 and 9 of Article III hereinafter.

Section 14. Liability of the Board of Managers. No member of the Board of Managers shall be liable to the condominium unit owners for any mistake of judgment, negligence, or otherwise, in connection with his service on the Board of Managers, except for his own individual willful misconduct or gross neglect. The condominium unit owners shall indemnify and hold harmless each member of the Board of Managers against all claims, damages, costs and expenses including reasonable attorneys' fees, in connection with his service on the Board of Managers (unless due to his willful

misconduct or gross neglect) or arising out of contracts made by the Board of Managers on behalf of the Association unless any such contract shall have been made contrary to or in violation of the provisions of the Declaration or of these Bylaws. As between condominium unit owners it is intended that the liability of any such unit owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his condominium unit interest in the common areas and facilities bears to the total unit interests of all such unit owners in the common areas and facilities. Agreements made by the Board of Managers on behalf of the Association may provide that the members of the Board of Managers and its officers, as the case may be, are acting only as agents for the condominium unit owners and shall have no personal liability thereunder (except as condominium unit owners), and that each condominium unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his condominium unit interest in the common areas and facilities bears to the aggregate condominium unit interest of all condominium unit owners in the common areas and facilities.

ARTICLE III

CONDOMINIUM UNIT OWNERS

Section 1. Association Responsibilities and Annual Meetings.

The owners of the units will be members of The Tuileries Association, a Kansas nonprofit corporation, and will have the responsibility, acting through its Board of Managers and the Association officers, subject to the terms and provisions of the Declaration and these Bylaws, of administering the affairs of the Association, establishing and collecting monthly and other assessments and as more particularly described in these Bylaws. The first annual meeting of the members of the Tuileries Association shall be on August 15, 1980. If, prior to December 15, 1979, units representing 80% or more in condominium unit interest have been sold by Owner, then promptly after such sales have been completed,

Owner shall notify all condominium unit owners in person or by mail, telephone or telegram thereof, and of the date, time and place of a special meeting of the members for the election of a new Board of Managers which shall be within thirty (30) days after such notice. At such special meeting the members shall elect a new Board of Managers, nine (9) in number, to serve for a term expiring August 15, 1980 and until their successors have been elected. The voting procedures at this special meeting shall be the same as are provided for with respect to the election of the Board of Managers by the members as otherwise provided for herein. At the first annual meeting of the members on August 15, 1980, the members shall elect a new Board of Managers as provided for in Article II, Section 4 hereof, and cumulative voting shall prevail. Accordingly, each member shall have the right to cast as many votes in the aggregate as shall equal the number of votes to which he is entitled, as ascribed in Section 6 of Article III hereof, multiplied by the number of members of the Board of Managers to be elected at such election, and may cast the whole number of such votes for one candidate or distribute them among two or more candidates. The number of votes cast by each member shall be based on his condominium unit interest in the common areas and facilities as described in Section 6 hereinafter. Thereafter, the annual meetings of the members shall be held on the 15th day of August of each succeeding year, unless such date shall occur on a Saturday, Sunday or legal holiday, in which event the meeting shall be held on the next following business day which shall not be a Saturday, Sunday or legal holiday. At such meetings the new members of the Board of Managers shall be elected by ballot of the members and in accordance with the provisions of Section 4 of Article II of these Bylaws and cumulative voting shall prevail as above described. The members may also transact any other business at annual meetings.

Section 2. Place of Meetings. Meetings of the members shall be held at the principal office of the Association in The Tuileries

or at such other suitable place convenient to the members may be designated by the Board of Managers.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by not less than 25% in condominium unit interest of all the condominium unit owners. The notice of any special meeting shall state the date, time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to deliver or mail a notice of each annual or special meeting of the members, at least ten (10) but not more than thirty (30) days prior to such meeting, stating the date, time and place where it is to be held, and in the case of a special meeting the purposes of the meeting, to each member of record at the time the notices are mailed. The delivery or mailing of a notice of a meeting to an owner's unit in The Tuileries or to such other address as such owner has requested in writing that notices be sent, or to such owner's last known address as carried in the Association's records, shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of members cannot be held because a quorum has not attended in person or by proxy, a majority in condominium unit interest of the condominium unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the meeting was originally called.

Section 6. Voting. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit (based on condominium unit interest in the common areas and facilities) at all meetings of members. If a unit is owned of record by one person, his right to vote shall be established by filing with the Secretary of the Association his

certificate of record title to his unit. If a unit is owned of record by more than one person, or by a partnership, corporation or corporate fiduciary, the person entitled to cast the vote or votes for that unit shall be designated by a certificate (a) in the case of individual owners, or partnership owner, including those holding in a fiduciary capacity, signed by all of the record owners of the unit, a partner or fiduciary, respectively, and filed with the Secretary of the Association, or (b) in the case of corporate or corporate fiduciary owners, signed by the President or Vice President and attested by the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of the condominium unit owners. If such a certificate is not on file, the vote of such owner(s) shall not be considered in determining the attendance of a quorum nor shall such vote be considered for any other purpose. The designation of any proxy shall be made in writing, signed by the person entitled to vote and shall be delivered to the Secretary prior to or at the meeting. A proxy shall be revocable at any time by written notice to the Secretary signed by the person entitled to vote. The total number of votes of all condominium unit owners shall be 1,000,000 and each person designated to vote for the respective unit on the date the notice of a meeting is delivered or mailed shall be entitled to cast one vote on any issue at all meetings of the condominium unit owners for each .0001 percent of interest in the common areas and facilities applicable to his, its or their unit as shown on Exhibit C attached to said Declaration.

Section 7. Majority of Condominium Unit Owners. As used in these Bylaws, any reference to a majority of members of the Association shall mean condominium unit owners having more than 50% of the total votes of the condominium unit owners present in person or by proxy and voting at any meeting of the members of the Association, the number of votes determined in accordance with the provisions of Section 6 of this Article III.

Section 8. Quorum. Except as otherwise provided in these By-

laws, the presence in person or by proxy of condominium unit owners having at least fifty percent (50%) of the total authorized votes of all condominium unit owners shall constitute a quorum at all meetings of the members.

Section 9. Majority Vote. The vote of a majority of members at a meeting at which a quorum shall be present shall be binding on all condominium unit owners for all purposes except in those instances stated in the Declaration, these Bylaws, or by law, where a higher percentage vote of condominium unit interests is required.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President, Vice President, Secretary and Treasurer shall be members of the Board of Managers.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. The President. Unless the Board of Managers otherwise provides, the President shall be the chief executive officer of the Association with such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a corporation and he shall carry into effect all directions and resolutions of the Board of Managers. The

President shall preside at all meetings of the Board of Managers and Association members. The President may execute all bonds, notes, contracts, deeds, mortgages and any other instruments for and in the name of the Association. He shall, unless the Board of Managers otherwise provides, be ex officio a member of all standing committees. He shall have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Managers.

Section 5. Vice President. In the absence of the President or in the event of his disability, inability or refusal to act, the Vice President shall perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Managers may from time to time prescribe.

Section 6. Secretary. The Secretary may attend all sessions of the Board of Managers and all meetings of the members of the Association and shall record or cause to be recorded all votes taken and the minutes of all proceedings in a minute book of the Association to be kept for that purpose. He shall perform like duties for the executive and other standing committees when requested by the Board of Managers or any such committee to do so. It shall be the principal responsibility of the Secretary to give, or cause to be given, notice of all meetings of the Board of Managers and of the Association members, but this shall not lessen the authority of others to give such notice as is authorized elsewhere in these Bylaws. The Secretary shall see that all books, records, lists and information, or duplicates, required to be maintained in Kansas, or elsewhere, are so maintained.

The Secretary shall keep in safe custody the seal of the Association, if such a seal is authorized by the Board of Managers, and shall have authority to affix the seal to any instrument requiring it, and when so affixed, he shall attest the seal by his signature. The Board of Managers may give general authority to any other officer to affix the seal of the Association and to attest the affixing by his signature.

The Secretary shall perform such other duties and have such

other authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Managers or the chief executive officer of the Association, under whose direct supervision he shall be.

The Board of Managers shall have the right to designate an Assistant Secretary, who need not be a member of the Board of Managers, and in the absence of the Secretary or in the event of his disability, inability or refusal to act, the Assistant Secretary may perform the duties and exercise the powers of the Secretary, and shall perform such other duties as the Board of Managers may from time to time prescribe.

Section 7. Treasurer. The Treasurer shall have the responsibility for the safekeeping of the funds and securities of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association and shall keep, or cause to be kept, all other books of account and accounting records of the Association. He shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Managers or by any officer of the Association to whom such authority has been granted by the Board of Managers. He shall disburse, or permit to be disbursed, the funds of the Association as may be ordered, or authorized generally, by the Board of Managers, and shall render to the chief executive officer of the Association and the Board of Managers whenever they may require it, an account of all his transactions as Treasurer and of those under his jurisdiction, and of the financial condition of the Association.

He shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Managers. He shall have the general duties, powers and responsibility of a treasurer of a corporation. If required by the Board of Managers, he shall give the Association a bond in a sum and with one or more sureties satisfactory to the Board of Managers, for the faithful performance of the duties of his office, and for the restoration to the Association, in the case

of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control which belong to the Association.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Managers.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such unless such compensation is approved by a majority of the Association members as described in Sections 7, 8 and 9 of Article III hereof.

ARTICLE V

OPERATION OF THE PROPERTY

Section 1. Common Expenses and Charges. Assessments against the condominium unit owners shall be made as provided by the Declaration and by the Board of Managers and paid by the condominium unit owners to the Association in accordance with the following provisions:

A. Share of Expense - Common Expenses. Each condominium unit owner shall be liable for his share of the common expenses, based on condominium unit interest.

B. Assessments. All assessments, the authority to levy of which is granted to the Association or the Board of Managers by the Declaration, these Bylaws or as otherwise permitted, shall be paid by the condominium unit owners to the Association in amounts based on condominium unit interest or as otherwise set forth in the Declaration, Bylaws or lawful resolution of the Board of Managers authorizing such assessment.

C. Accounts. All sums collected by the Association from assessments may be commingled in a single fund but they shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as determined by the Board of Managers but shall include the following:

(i) Common Expense Account - to which shall be credited collections of assessments for all common expenses as well as payments received as income from the rental or use of any of the common areas and facilities;

(ii) Alteration and Improvement Account - to which shall be credited all sums collected for alteration and improvement assessments;

(iii) Reconstruction and Repair Account - to which shall be credited all sums collected for reconstruction and repair assessments;

(iv) Emergency Account - to which shall be credited all sums collected for emergencies;

(v) Reserve Account - to which shall be credited all funds required by the Board of Managers for working capital of the Association, general operating reserves, reserves for replacement and maintenance, and funds required to make up deficits in the expenses for any prior year.

D. Budget and Assessments. The Board of Managers shall adopt a budget for each calendar year on or before the second Monday in December of the year preceding the year for which the budget is made, which budget shall contain estimates of the cost of performing the functions of the Association, taking into consideration overages and/or shortages from previous years, making provision therefor, and including, but not limited to, assessments for common expenses, alterations and improvements, reconstruction and repairs, reserves and emergencies, and simultaneously therewith the Board of Managers shall prepare the proposed assessments against each condominium unit owner, based on condominium unit interest, for the calendar year. The assessments against each condominium unit owner shall be due and payable in consecutive monthly payments in amounts as determined by the Board of Managers on the first day of each month, beginning with January of the year for which the assessments are made. A copy of each annual budget together with the proposed assessments to be made against each condominium unit owner shall be delivered to each such owner on or before the first day of the calendar year for which the budget and assessments are prepared. If an annual budget or proposed assessment is not made as required, a payment in the amount required by the last prior assessment shall be due from each condominium unit owner upon each assessment payment date until changed by a new assessment made by the Board of Managers. Within sixty (60) days following each calendar year the Board of Managers shall send to each condominium unit owner an annual report of assets and liabilities issued as of the last day of said calendar year as more particularly stated in Section 1 of Article IX hereof. Copies of the budget, the assessments and the annual report shall be furnished to any mortgagee or the condominium unit owners upon request.

E. Other Assessments. Other assessments shall be made by the Board of Managers in accordance with the provisions of the Declaration, Bylaws and as required by the lawful resolution of the Board of Managers.

F. Assessments for Emergencies. Assessments for common expenses resulting from emergencies which cannot be paid from an appropriate expense account may be made by the Board of Managers from time to time.

G. Assessments for Liens. All liens of any nature including taxes and special assessments levied by governmental authorities which are a lien upon all units or upon any portion of the common areas and facilities, shall be paid by the Association as a common expense and shall be assessed against the units in accordance with the condominium unit interest.

H. Assessments for Purchase or Lease. Assessment shall be made from time to time by the Board of Managers, based on condominium unit interest, to defray the cost involved in the acquisition or leasing by the Board of Managers on behalf of the condominium unit owners of any unit purchased or acquired

or leased by the Board of Managers pursuant to the provisions of the Declaration, these Bylaws or K.S.A. Sections 58-3101 et seq.

I. Assessment Roll. The assessments against all condominium unit owners shall be set forth upon a roll of the units which shall be available in the office of the Association for inspection at all reasonable times by condominium unit owners or their duly authorized representatives. Such roll shall indicate for each unit the name and address of the owner or owners, the assessments, and the amounts of all assessments paid and unpaid.

J. Liability for Assessments. The owner of a unit and his grantee shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance of the unit. Such liability may not be avoided by a waiver of the use or enjoyment of any common area or facility or by abandonment of the unit for which the assessments are made.

K. Lien for Assessment. The creation, existence and enforcement of a lien or liens against any condominium unit owner for failure to pay any assessment shall be governed by the provisions of K.S.A. Section 58-3109 and 58-3123 and other applicable provisions of said Apartment Ownership Act, and by applicable provisions of the Declaration.

Section 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, fire and extended coverage insurance on the Property for the full insurable replacement cost of the common areas and facilities and the condominium units, including also all personal property, fixtures and equipment included in the common areas and facilities, but excluding the personal property, equipment and furnishings of the condominium unit owners. The insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board of Managers, as trustee for each of the condominium unit owners in the condominium unit interests established in the Declaration. The policy of insurance may contain a loss payable clause containing the words "to the holder or holders of mortgages of deeds of trust of record, if any, as their interests may appear" without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the Board of Managers and the respective holder or holders of mortgages or deeds of trust of record, as trustees for each of the condominium unit owners in the condominium unit interests established in the Declaration. The trustees shall have full power to adjust all insurance losses by suit or otherwise and payment accepted by the trustees hereunder shall constitute a discharge to the insurer.

Premiums for the insurance shall be common expenses. In addition, the Board of Managers shall obtain and maintain workmen's compensation insurance, boiler and machinery insurance and such other insurance as the Board of Managers may determine. Such policies shall provide that adjustment or loss shall be made by the Board of Managers and the premiums shall be common expenses.

All policies of physical damage insurance shall contain waivers of subrogation as to any claims against the officers, Board of Managers, condominium unit owners, the Association and their employees, agents and guests, and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Board of Managers and all mortgagees of units of which the insurer has notice. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, or certificates of such insurance policies, together with proof of payment of premiums, shall be delivered to all such mortgagees of units requesting the same. Prior to obtaining any policy of fire and extended coverage insurance and annually thereafter, the Board of Managers shall obtain an appraisal or valuation from the fire and casualty insurance company as to the full replacement value of the buildings, including all of the units and all of the common areas and facilities therein, without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section. Should a unit contain unusual or special improvements, such as, but not limited to wood panelling, decorative art work on the walls, or other special improvements to the unit, the Board of Managers may separately assess such condominium unit owner for any additional insurance premium resulting therefrom.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the officers, the Board of Managers, the managing agent, the manager, and all condominium unit owners, collectively and in-

dividually. Such public liability coverage shall also contain cross liability endorsements to cover liabilities of the condominium unit owners as a group to a condominium unit owner. The Board of Managers shall review such limits once a year. The Board of Managers shall also carry Workmen's Compensation Insurance as required by law. Until the first meeting of the Board of Managers following the first annual meeting of the condominium unit owners, such public liability insurance shall be in a combined single limit of at least \$1,000,000 covering all claims for personal injury or property damage arising out of any one occurrence.

Condominium unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation for the benefit of the Board of Managers, the officers and other condominium unit owners, and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any condominium unit owner.

Each condominium unit owner shall be deemed to appoint the Board of Managers as his true and lawful attorney-in-fact to act in connection with all matters concerning the insurance policies herein described, except as to policies carried separately by the respective condominium unit owners, including full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and to distribute the same to the Association, the condominium unit owners and their respective mortgagees (subject to the provisions of these Bylaws, the Declaration and the Act) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such condominium unit owners and the Association as shall be necessary or convenient to the accomplishment of the foregoing, and any insurer may deal exclusively with the Board of Managers in regard to such matters. The Board of Managers shall not be responsible for procurement or maintenance of any insurance covering the equipment, fixtures, furnishings or personal property in any unit.

Section 3. Repair or Reconstruction After Fire or Other Casualty.

In the event of damage to or destruction of the Property as a result of fire or other casualty and the proceeds of any policy or policies of insurance insuring against such loss or damage, and payable by reason thereof, shall be substantially sufficient in the opinion of the Board of Managers to pay the cost of repair or restoration, estimated as hereinafter provided, then the Board of Managers shall arrange for the prompt repair and restoration of the buildings (including any damaged units, but not including any equipment, fixtures, furnishings or personal property of the condominium unit owners or as described in the following paragraph), and the Board of Managers shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any actual cost of such repair and restoration to the common areas and facilities in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the condominium unit owners for such deficit as part of the common expenses based on condominium unit interest.

Each condominium unit owner shall be responsible for the reconstruction, repair or replacement of the interior of his unit, to the extent not covered by the insurance carried by the Board of Managers and specifically with respect to the floor coverings, window shades, draperies, furniture, furnishings, decorative light fixtures, and all appliances located therein irrespective of whether or not such appliances are "built-in" to the unit.

In the event the Property damaged or destroyed is not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the estimated cost of repair, restoration or reconstruction, and the condominium unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the Property within one hundred twenty (120) days after said damage or destruction, then the provisions of K.S.A. Section 58-3126 in such event shall apply.

As soon as possible after the occurrence of a casualty which causes damage to any part of the Property for which the Association

has insurance coverage and the provisions of K.S.A. Section 58-3126 are not invoked (hereinafter referred to as the "Casualty"), the Board of Managers shall obtain reliable and detailed cost estimates of the following:

(a) The cost of restoring all damage caused by the Casualty to the common areas and facilities (hereinafter referred to as the "Common Areas and Facilities Costs"); and

(b) The cost of restoring that part of the damage caused by the Casualty to each unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

If repair or restoration is to be made pursuant to this section, all insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Areas and Facilities Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover the actual costs, then an assessment shall be made against the condominium unit owners by the Association in the following manner:

(i) All condominium unit owners shall be assessed on the basis of their condominium unit interest in the common areas and facilities for the payment of the estimated Common Areas and Facilities Costs not otherwise paid for by insurance held by the Association.

(ii) Each condominium owner of a damaged unit shall be assessed an amount equal to his actual Unit Costs less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the casualty by a fraction, the numerator of which is his estimated Unit Costs and the denominator of which is the total of all of the estimated Unit Costs.

Section 4. Payment of Common Charges. All condominium unit owners shall be obligated to pay the common expenses and assessments assessed by the Board of Managers pursuant to the provisions of this Article V, herein sometimes referred to as "common charges", at such time or times as provided herein or as the Board of Managers shall otherwise determine.

A condominium unit owner in default in the payment of common charges for a period of thirty (30) days after the same are due shall not be entitled to vote at any meeting of the condominium unit owners so long as such default continues, except with respect to matters referred to in K.S.A. Sections 58-3116 and 58-3126 and any other

matters requiring the unanimous consent of all condominium unit owners. The Board of Managers may discontinue the furnishing of utilities or other services to a condominium unit owner in default after giving ten (10) days written notice to such owner of its intention to do so.

No condominium unit owner shall be liable for the payment of any part of the common charges against his unit assessed subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VII of these Bylaws) of such unit. In addition, any condominium unit owner may, subject to the terms and conditions specified in these Bylaws, provided that his unit is free and clear of liens and encumbrances other than a bona fide first mortgage and a lien for unpaid common charges, convey his unit to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other condominium unit owners, and in such event be exempt from common charges thereafter assessed.

If any condominium unit owner fails or refuses to make any payment of the common charges when due, the amount thereof shall constitute a lien on the interest of such condominium unit owner in the Property, hereinbefore defined and including the unit, and upon the recording of notice thereof by the Board of Managers shall be a lien upon such owner's interest in the Property prior to all other liens except only (i) tax liens on the unit in favor of any political subdivision, municipal corporation or special benefit district, and (ii) all sums unpaid on a first mortgage of record.

Section 5. Default in Payment of Common Charges. In the event of default by a condominium unit owner in paying to the Association the common charges as determined by the Board of Managers, such unit owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on such common charges from the due date thereof, together with all expenses, including attorneys' fees (if and to the extent allowed by law) incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right to recover such common charges, together with interest thereon, and such expenses of the proceeding in an action to recover the same brought against such condominium unit

owner, and/or by foreclosure of the lien on such unit granted by K.S.A. Section 58-3123.

Section 6. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a unit because of unpaid common charges, the Board of Managers, acting on behalf of all condominium unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7. Statement of Common Charges. The Board of Managers shall provide any condominium unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such condominium unit owner. Such statement shall be furnished within ten (10) days after receipt of said request.

Section 8. Abatement and Enjoinment of Violations by Condominium Unit Owners. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these Bylaws: (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting condominium unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Managers shall not thereby be deemed guilty in any manner of trespass; and/or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. In the event any action is brought against a condominium unit owner claiming, asserting or enforcing a lien against the unit or common areas and facilities, the condominium unit owner shall give prompt written notice thereof to the Board of Managers.

Section 9. Maintenance and Repair.

A. All maintenance, repairs and replacements to any unit

(other than maintenance of and repairs to any common areas and facilities, including limited common areas and facilities, contained therein and as otherwise provided in the Declaration and in this Article V in the event of fire or casualty) shall be made by the owner of such unit. In the event the Board of Managers permits its maintenance employees to perform maintenance work for which the condominium unit owner is obligated, the Board of Managers shall have the right to establish reasonable rates and charges for such maintenance work and the condominium unit owner shall pay for such work and any materials required promptly on demand. Nothing herein shall be deemed to obligate the Board of Managers for such maintenance, repair and replacement, it being recognized that any such arrangement, if provided for, shall be solely as a convenience to the condominium unit owners.

B. All maintenance, repairs and replacement to the common areas and facilities (including limited common areas and facilities), whether located inside or outside of the units, shall be made by the Association and in accordance with the Declaration and be charged by the Board of Managers to all condominium unit owners based on condominium unit interest as a common expense. All payments for such maintenance, repairs and replacements to the common areas and facilities shall be documented by payment vouchers and approved by the Board of Managers, or by one of its officers designated to act by said Board in approving payment vouchers.

Section 10. Balconies and Patios. Any balconies, porches or patios to which a condominium unit owner has sole access and an exclusive easement as provided in the Declaration shall be for the exclusive use of such condominium unit owner and shall be kept clean and in good order by the owner of the unit.

Section 11. Restrictions on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) Each unit shall be used and occupied solely for residential purposes and for the use of a single family. No unit shall be used for professional or business purposes or as a business or professional office, except occasional business guests shall be permitted. In the event of the death or disability of a condominium unit owner and it is desired by the executor, administrator,

guardian or personal representative to dispose of certain household effects and personal property on the premises, such sales and disposition may be permitted by the Board of Managers, in the nature of "estate sales"; however, any such sales shall be by invitation only and shall not be conducted in such a fashion as to be generally advertised or open to the general public.

(b) The common areas and facilities shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to condominium unit owners or which interferes with the peaceful possession or proper use of the Property by the condominium unit owners or which increases the insurance risk to the Property.

(d) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the respective unit owners or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No portion of a unit (other than the entire unit) may be rented or leased and no transient tenants may be accommodated therein.

Section 12. Additions, Alterations or Improvements by Board of Managers. Whenever in the judgment of the Board of Managers the common areas and facilities shall require additions, alterations or improvements in any twelve (12) months period costing in excess of \$50,000, the making of such additions, alterations or improvements must be approved by the vote of a majority of condominium unit owners, as described in Sections 7, 8 and 9 of Article III hereof, and if such approval is obtained the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all condominium unit owners for the cost thereof as a common charge. Additions, alterations or improvements in any twelve (12) month period costing \$50,000 or less may be made by the Board of Managers without the approval of the condominium unit owners being required and all condominium unit owners shall be assessed for the cost thereof as a common charge.

Section 13. Additions, Alterations or Improvements by Condominium Unit Owners. No condominium unit owner shall make any structural

addition, alteration or modification in or to his unit, without the prior written consent thereto of the Board of Managers, which consent shall not be unreasonably withheld. The Board of Managers shall have the obligation to answer any written request by a condominium unit owner for approval of a proposed structural addition, alteration or modification of such condominium unit owner's unit, within thirty (30) days after such request and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or modification. Any application to any department of the City of Overland Park or to any other governmental authority for a permit to make such addition, alteration or modification in or to any unit shall be executed by the Board of Managers if required, without, however, incurring any cost or liability on the part of the Board of Managers or any of them to such authority or to any contractor, subcontractor or materialman on account of such addition, alteration or modification. The provisions of this Section 13 shall not apply to units owned by Owner until such units shall have been sold by Owner to other parties.

Section 14. Use of Common Areas and Facilities.

(a) A condominium unit owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways, or other common areas or common facilities, other than a balcony, terrace or other limited common areas to which such unit has sole access, and other than the areas designated as storage areas, any furniture, packages or objects of any kind. The lobbies, vestibules, public halls, and stairways shall be used for no purpose other than for normal transit through them.

(b) Condominium unit owners shall require their tradesmen to utilize the common areas and facilities in the manner designated by the Board of Managers for transporting packages, merchandise or any other objects which otherwise might affect the comfort or well-being of owners, residents and guests.

Section 15. Right of Access. The manager or any other person authorized by the Board of Managers, shall have the right of reasonable access to each unit for the purpose of correcting any condition

originating in such unit and/or threatening another unit or the common areas and facilities, and for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common areas in such unit or elsewhere in the buildings, provided that requests for entry are made in advance and any such entry is at a time reasonably convenient to the condominium unit owner. In case of an emergency situation, such right of entry shall be immediate, whether the condominium unit owner is present at the time or not.

Section 16. Rules of Conduct. Reasonable rules and regulations concerning the use of the units and the common areas and facilities may be made by the Board of Managers from time to time. Copies of such rules and regulations shall be furnished by the Board of Managers to each condominium unit owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until superseded or amended by the Board of Managers, as above referred to, are annexed hereto and made a part hereof as Schedule B.

Section 17. Water and Gas Charges and Sewer Charges. Water and gas shall be supplied to all of the units and the common areas and facilities through building meters and the Board of Managers shall pay, as a common expense, all charges for water and gas consumed on the Property, including the units, together with all sewer charges, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a unit by the owner thereof, the Board of Managers, on request of the selling condominium unit owner, and provided the condominium unit owner is not in default, shall execute and deliver to the purchaser of such unit or to the purchaser's title insurance company, a letter agreeing to pay, subject to the provisions of these Bylaws, all charges for water, gas and sewer charges affecting the Property from and after the date of closing of title to such unit.

Section 18. Electricity. Electricity shall be supplied to each unit and the common areas and facilities through the electrical facilities in the units and common areas and facilities, and each unit shall be assessed monthly for its proportionate part of the electrical service charge made by the public utility company serving The Tuileries.

Each unit's proportionate charge shall be based on its condominium unit interest as designated on Exhibit C attached to the Declaration. With respect to all units which are separately metered, either as of the date hereof or thereafter, the condominium unit owner shall be responsible to pay the public utility company directly for the electrical charge as levied by the utility company periodically to the condominium unit owner. In such latter event the electrical service charge furnished to the common areas and facilities shall be assessed by the Association as a common assessment against each condominium unit owner based on condominium unit interest. The Board of Managers shall have the right to separately meter any unit not so metered as of the date hereof.

ARTICLE VI

MORTGAGES

Section 1. Notice to Board of Managers. A condominium unit owner who mortgages his unit, shall notify the Board of Managers of the name and address of his mortgagee and the Board of Managers shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Notice of Unpaid Common Charges and Notice of Loss or Taking. The Board of Managers, whenever so requested in writing by a mortgagee of a unit, shall promptly, in writing, notify the mortgagee of any default in the performance by the individual unit mortgagor of any obligation under the condominium agreements, and any then unpaid common charges due from the owner of the mortgaged unit. If requested by any mortgagee or assignee thereof, the Board of Managers will give notice in writing to such mortgagee of any loss to, or taking of the common areas and facilities if such loss or taking exceeds \$10,000.

Section 3. Notice of Default. The Board of Managers, when giving notice to a condominium unit owner of a default in payment of common charges, or other default, shall send a copy of such notice to the holder of a mortgage covering such unit whose name and address have theretofore been furnished to the Board of Managers.

Section 4. Examination of Books. Each condominium unit owner

and each mortgagee of a unit shall be permitted to examine the books and records of the Association at reasonable times on business days, but not more often than once a month.

ARTICLE VII

SALES AND LEASES OF UNITS

Section 1. Sales and Leases. No condominium unit owner may sell or lease his unit or any interest therein except by complying with the following provisions:

Any condominium unit owner who receives a bona fide offer for the sale of his unit, or a bona fide offer for a lease of his unit (both hereinafter referred to as "Offer"), which he intends to accept, shall first give written notice to the Board of Managers of such Offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such unit, or to lease such unit, as the case may be, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the owners of all other units, on the same terms and conditions as contained in such Offer. The giving of such notice shall constitute a warranty and representation by the condominium unit owner, who has received such Offer, to the Board of Managers on behalf of the other condominium unit owners, that such condominium unit owner believes the Offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the Board of Managers may elect, by written notice to such unit owner, to purchase such unit, or to lease such unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other condominium unit owners, on the same terms and conditions as contained in the Offer and as stated in the notice from the offering condominium unit owner. In the event the Board of Managers shall elect to purchase such unit, or to lease such unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, the sale or lease shall close at the office of the Association forty-five (45) days after the giving of notice by

the Board of Managers of its election to accept such Offer provided the condominium unit owner is able to close and furnish title insurance as hereinafter provided within such period; otherwise, the sale shall be postponed, at the election of the Board of Managers, until the condominium unit owner can perform. At the closing, the condominium unit owner, if such unit is to be sold, shall convey the same, together with the condominium unit interest in the common areas and facilities, to the Board of Managers, or to its designee, on behalf of all other condominium unit owners, by general warranty deed in form approved by attorneys for the Association, shall pay all real estate taxes, common charges and the like, prorated to closing, and shall furnish to the Association or its designee at owner's cost a title insurance policy in the amount of the purchase price. In the event such unit is to be leased, the offering condominium unit owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering condominium unit owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such unit, on the terms and conditions contained in such Offer. In the event the Board of Managers or its designee shall fail to accept such Offer within thirty (30) days, as aforesaid, the offering condominium unit owner shall be free to contract to sell such unit, or to lease such unit, as the case may be, within sixty (60) days after the expiration of the period in which the Board of Managers or its designee might have accepted such Offer, to the Offeror, on the terms and conditions set forth in the notice from the offering condominium unit owner to the Board of Managers of such Offer. Any deed shall provide that the grantee takes subject to the provisions of the Declaration, the Bylaws and the Rule and Regulations, and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of default by the tenant in the

performance of such lease. In the event the offering condominium unit owner shall not, within such sixty (60) days period, sell such unit, or lease such unit, as the case may be, to the Offeror on the terms and conditions contained in the Offer, then should such offering condominium unit owner thereafter elect to sell such unit, or to lease such unit, as the case may be, to the same or another Offeror on the same or other terms and conditions, the offering condominium unit owner shall be required to again comply with all of the terms and provisions of this Section 1 of Article VII.

Section 2. Consent of Condominium Unit Owners to Purchase or Lease of Units by Board of Managers. The Board of Managers shall not exercise any rights herein set forth to purchase or lease any unit without the prior approval of a majority of condominium unit owners as described in Sections 7, 8 and 9 of Article III hereinbefore.

Section 3. No Severance of Ownership. No condominium unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including the condominium unit interest in the common areas and facilities, it being the intention hereof to prohibit any severance of such combined ownership. Any deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein or specifically excluded therefrom. No part of the condominium unit interest in the common areas and facilities (including limited common areas and facilities) may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the entire unit to which such interests are appurtenant.

Section 4. Release by Board of Managers of Right of First Refusal. A certificate, executed and acknowledged by the Secretary of the Association stating that the provisions of Section 1 of this Article VII shall not apply with respect to any sale or lease by a condominium unit owner of his unit to his spouse or to any of his children, brothers or sisters, or any one or more of them, or to a unit owned by Owner or any of its partners, or to the acquisition of

a unit by a mortgagee, trustee or purchaser at foreclosure sale under a mortgage who shall acquire title to such unit by or through a default and foreclosure or by deed in lieu of foreclosure; however, the Board of Managers on behalf of all condominium unit owners may purchase any unit at a foreclosure sale or other sale in lieu of foreclosure with prior approval of a majority of condominium unit owners as referred to in Sections 7, 8 and 9 of Article III hereinbefore.

Section 8. Gifts, Trusts and Devises, etc. Any condominium unit owner shall be free to convey or transfer his unit by bona fide gift, or to devise his unit by will, or to pass the same on death to his heirs at law, or to convey to a trustee under an inter vivos or testamentary trust agreement created by the condominium unit owner or his spouse, children or relative, and in such instances the provisions of Section 1 of Article VII shall not apply.

Section 9. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Managers, or Its Designee on Behalf of All Condominium Unit Owners as Tenants in Common. In the event that a unit shall be acquired by the Board of Managers, or its designee, on behalf of all condominium unit owners, all such condominium unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 10. Payment of Assessments. No condominium unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Board of Managers all unpaid common charges theretofore assessed by the Board of Managers against his unit and until he shall have satisfied all unpaid liens against such unit, except a bona fide mortgage.

ARTICLE VIII

CONDEMNATION

Section 1. Condemnation. In the event of condemnation or the exercise of the power of eminent domain whereby the federal government, the state, a political subdivision, or any other corporation, agency or authority having the power of condemnation or eminent domain seeks to acquire any of the common areas or facilities of the Property,

the provisions of paragraph 18 of the Declaration shall govern with respect to the taking of the common areas or facilities. In the event that all or any part of the units are taken by condemnation or the exercise of the power of eminent domain, as above described, the condominium unit owners shall be free to assert their respective claims against the condemning authority, including any claims for severance damage and have the proceeds which are properly allocable to the respective unit taken or condemned. In any such condemnation proceeding, where units are taken, the respective condominium unit owner of the unit taken shall have the right to assert against the condemning authority its claim for its loss or its common unit interest in the common areas and facilities. In the event that a taking involves only part of the common areas and facilities and in the judgment of the Board of Managers the remainder of the property will not be substantially damaged or rendered unsuitable for continued use, the Board of Managers shall have the right to the funds applicable to the part of the common areas and facilities for the repair and restoration of the remainder of the Property, and any excess of such award shall be credited to the condominium unit owners in accordance with their respective condominium unit interests in the common areas and facilities. Nothing contained in this Article shall be construed as giving any condominium unit owner priority over any rights of mortgagees in case of distribution of a condemnation award to any condominium unit owner.

ARTICLE IX

RECORDS

Section 1. Records and Audits. The Board of Managers shall keep or cause to be kept detailed records of the actions of the Board of Managers, minutes of the meetings of the Board of Managers, minutes of the meetings of the members of the Association, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures as well as a separate account for each unit which, among other matters, shall contain the amount of each assessment of common charges against such unit, the

date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be given by the Board of Managers to all condominium unit owners at least semi-annually. In addition, an annual report of the assets and liabilities, including receipts and expenditures of the Association, certified by an independent certified public accountant, shall be delivered by the Board of Managers to all condominium unit owners, and to all mortgagees of units who have requested the same, within sixty (60) days after the end of each calendar year.

Section 2. Statement of Account. Upon ten (10) days notice to the Board of Managers or manager and payment of a reasonable fee, any condominium unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

ARTICLE X

DEFAULT

Section 1. Failure on the part of a condominium unit owner to comply with any of the terms of the Declaration, these Bylaws, or the Rules and Regulations of the Association, shall constitute an event of default and shall be grounds for relief which may include, without limitation, an action by the Association to recover damages and for injunctive relief, or any combination thereof or any other appropriate relief.

Section 2. In any proceeding arising because of an alleged default by any condominium unit owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees (to the extent allowed by law) from such condominium unit owner.

Section 3. The failure of the Association or of any condominium unit owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws or the Rules and Regulations of the Association shall not constitute a waiver of the right of the Association or of any such unit owner to enforce

such right, provision, covenant or condition in the future.

Section 4. All rights, remedies and privileges granted to the Association or any condominium unit owner or owners pursuant to any terms, provisions, covenants or conditions of the Declaration, these Bylaws or the Rules and Regulations of the Association, shall be deemed to be cumulative and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XI

STORAGE AND PARKING

Section 1. Some of the buildings have storage lockers in the basements thereof. The storage lockers shall be assigned to the respective condominium unit owners by the Board of Managers. It is the intent that each unit shall be entitled to at least one storage locker without a rental charge. It is recognized that these lockers are presently assigned to various occupants of the units and in the event such occupant purchases the unit presently occupied by it, the storage locker shall continue to be for the use of such occupant. Any occupant presently leasing a unit shall likewise have the right to the continued use of the present storage locker used by it so long as its lease of the unit continues. Upon termination of such lease, the storage locker may be reassigned by the Board of Managers to a condominium unit owner or tenant by the Board of Managers. Should a condominium unit owner desire the assignment to it of a different storage locker, any such relocation and assignment shall be solely within the judgment of the Board of Managers. Each party using a storage locker shall be responsible to keep it in a clean and orderly condition. The general laundry room shall contain coin operated washers and dryers or similar equipment, and shall be under the control of the Board of Managers.

Section 2. Parking Stalls. Except for those condominium units with attached garages, it is the intention that each other condominium unit owner shall be entitled to at least one automobile parking stall in the various parking facilities, whether carport or

open parking spaces, constituting a part of the common areas and facilities or limited common areas and facilities. The Board of Managers shall have the right to fix monthly rental rates and charges for the right to park. Present occupants of The Tuilleries shall have the right to the continued rental of the particular parking stall or stalls presently utilized and rented by such occupant, but in the event a present occupant is leasing a unit from the Owner and does not purchase the unit from the Owner, the right to the use of such stall or stalls shall terminate upon the termination of its lease. The Board of Managers shall manage and control all parking facilities and the rentals charged for the parking shall be paid to and collected by the Board of Managers and be the property of the Association.

Section 3. Storage and Parking at Own Risk. Each party utilizing a storage locker, laundry room or parking stall shall do so at his own risk and shall assume all responsibility for loss or damage, and the like, with respect to all of his properties in or located in the storage lockers, laundry room or garage, and each party utilizing such facilities shall do so upon this understanding and agreement, and by acceptance of the use of such facilities shall be deemed to have consented and agreed that neither the Board of Managers, the officers, the Association nor any other condominium unit owner shall be responsible for or liable to such owner for loss or damage to his property by fire, casualty, water damage, leakage, explosion, burglary, theft or from any other cause.

Section 4. Outdoor Drives. The driveways on the Property affording ingress and egress to the buildings and the parking facilities shall be utilized subject to the Rules and Regulations of the Board of Managers from time to time; however, each condominium unit owner shall be deemed to consent and agree that any parking on such driveways shall be solely for the use of the condominium unit owners and their guests and that any employees, agents or servants shall park their automobiles off the Property or in areas, if any, designated for such purpose by the Board of Managers.

ARTICLE XII

MISCELLANEOUS

Section 1. Notices. All notices to the Association or to the Board of Managers hereunder, except as otherwise provided herein, shall be in writing and sent by registered or certified mail to the Board of Managers at its office at 10801 Glenwood, Overland Park, Kansas 66211, or to such other address as the Board of Managers may hereafter designate from time to time. Notices to any condominium unit owner, except as otherwise provided herein, shall be deemed given when deposited in the mail box assigned to the condominium unit owner on the Property, or may be sent by regular or certified U.S. mail to his unit address in The Tulleries or to such other address requested by the condominium unit owner by prior notice to the Association. All notices to mortgagees of units shall be sent by regular or certified U.S. mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices sent by regular or certified U.S. mail shall be deemed to have been given when deposited in the U.S. mail in the manner aforementioned.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the other parts of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XIII

AMENDMENTS TO BYLAWS

Section 1. Amendments to Bylaws. These Bylaws may be modified or amended only by an affirmative vote of at least 80% in condominium unit interest of all the condominium unit owners, at a meeting of such owners called for such purpose.

ARTICLE XIV

CONFLICTS

Section 1. Conflicts. These Bylaws are set forth to comply with and supplement the requirements and provisions of K.S.A. Sections 58-3101 et seq., and the Declaration. In case any of these Bylaws are contrary to or in conflict with the provisions of said Statutes or Declaration, as the case may be, the applicable provisions of said Statutes and Declaration shall control.

IN WITNESS WHEREOF, Owner has caused these Bylaws to be executed this 17th day of July, 1978.

DEL PASO INVESTORS

Robert W. Howard
Robert W. Howard

William A. Howard
William A. Howard

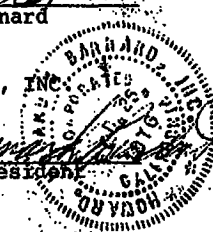
Stephen N. Barnard
Stephen N. Barnard

HOWARD, HOWARD & BARNARD, INC.

By Stephen N. Barnard, President

ATTEST:

Larry O. Somers
Larry O. Somers

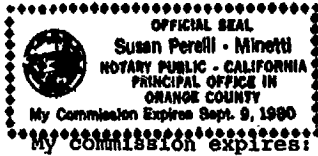


STATE OF California)
COUNTY OF Orange) ss.

On this 17th day of July, 1978, before me, the undersigned Notary Public, personally appeared ROBERT W. HOWARD, to me known to be the person described in and who executed the fore-

going instrument, and acknowledged that he executed the same as his free act and deed and as a partner in Del Paseo Investors, a California partnership.

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



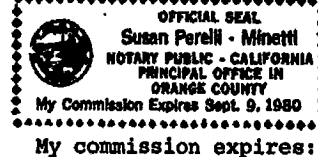
Susan Perelli-Minetti
Notary Public in and for
said County and State

September 9, 1980

STATE OF California)
COUNTY OF Orange) ss.

On this 17th day of July, 1978, before me, the undersigned Notary Public, personally appeared WILLIAM A. HOWARD, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and as a partner in Del Paseo Investors, a California partnership.

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



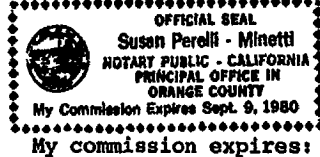
Susan Perelli-Minetti
Notary Public in and for
said County and State

September 9, 1980

STATE OF California)
COUNTY OF Orange) ss.

On this 17th day of July, 1978, before me, the undersigned Notary Public, personally appeared STEPHEN N. BARNARD, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and as a partner in Del Paseo Investors, a California partnership.

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



Susan Perelli-Minetti
Notary Public in and for
said County and State

September 9, 1980

STATE OF California)
) ss.
COUNTY OF Orange)

On this 17th day of July, 1978, before me,
appeared Stephen N. Barnard to me personally known,
who being by me duly sworn, did say that he is the President of
Howard, Howard & Barnard, Inc., a corporation, and that the
seal affixed to the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed in behalf
of said corporation by authority of its Board of Directors, and said
Stephen N. Barnard acknowledged said instru-
ment to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
notary seal at my office in Newport Beach, California,
the day and year last above written.



My commission expires:

September 9, 1980

Susan Perelli-Minetti
Notary Public within and for
said County and State

SCHEDULE A

INVENTORY

<u>Location</u>	<u>No.</u>	<u>Description</u>
<u>Kitchen</u>	1	Framed picture
	1	Coat of Arms
	1	Macrame hanging planter
	1	Cutting board
	1	Refrigerator
<u>Billiard Room</u>	1	Pool table, balls, rack
	1	Cue rack
	7	Cue sticks
	1	Cue assist
	1	High pedestal table
	2	High bar stools for table
	1	Poker table
	7	Poker-table chairs
	1	Picture
	1	Pair hunting coronets
<u>Party Room</u>	1	Pair glass door blue print drapes
	4	Stainless steel plant containers
	2	Stainless steel trash/ash containers
	1	Rigid white card table
	4	Chrome/white leather tub chairs
	10	Piece blue sectional
	4	White cube coffee tables
	1	Circular plaster wall decor (jigsaw)
	1	TV on white pedestal (color)
	1	Shag rug
<u>Patio</u>	2	Round wrought iron cafe tables
	5	Chairs gray w/ballon
<u>Lower Hall</u>	1	Poster Pictures
	4	Golfer pictures
<u>POOL</u>	12	small tables
	4	large tables
	16	chairs
	24	Adj'g Chaises w/ wheels
	5	wooden arm chaises, white
	1	umbrella base
	1	pool sweep w/attachments
	12	plastic ash trays
	2	water testers
	1	pool brush/net
	10	small ash trays
	2	large ash trays

SCHEDULE, TRACTOR & TRUCKS

- 1 Ford Econoline, 1972 Van, Blue Lic. JO 23011
- 1 Dodge 1/2T, 1972 Pickup. Lic. No. JO 34823
- 1 Comm. #12 Gravely Mower w/sulky; 48" blade
- 1 Custom Convert. Gravely w/sulky; 42" blade
- 1 Street broom, 52" (Gravely) w/extra broom
- 1 Gravely hole digger attachment
- 1 Ford Tractor 3500 w/hi-loader & grader blade Tractor #C298660
Model C5021K
- 1 " " snow plough, 9'

Office

- 2 Desks
- 2 Desk Chairs
- 2 Desk pads
- 1 Horizontal file (black)
- 1 Beige 4-drawer legal lock
- 3 Folding display boards
- 1 Code-A-Phone
- 2 Key Cabinets
- 1 IBM Typewriter - S/N 1977515
- 3 Wastebasket

SHOP OFFICE:

- 1 Sentinel time clock
- 1 Time card rack
- 2 first aid kits
- 1 desk chair
- 1 desk 30 x 60
- 1 tan side chair
- 1 pencil sharpener
- 1 page boy * charger (rented)

SCHEDULE, TENNIS COURT

2 nets
2 tennis court rollers
1 mark, timer (coin)
1 rules sign

5 Trash cans, giant
1 Street sweeper
1 Hand grass sower
14 Lawn sprinklers
11 Hose storage racks
1 Set tractor chains
6 Snow shovels
5 Tooth rakes
8 Shovels
1 Thatch rake

INVENTORY

<u>Location</u>	<u>No.</u>	<u>Description</u>
<u>CLUBHOUSE</u>		
<u>Grand Parlor</u>		
	4	Blue fabric/white (couch, 2 love seats 1 chair)
	2	White arm chairs
	2	End tables, wrought iron w/marble top
	2	Black-can lamps w/white shades
	2	Steel/brass glass topped tables
	1	Parquet top game table
	4	Wicker chairs to match
	2	White wrought iron plant stands
	3	Framed pictures
	1	Large gold framed mirror
	1	Antique french clock (no hands)
	1	White pot w/tree
<u>Foyer/Hall</u>		
	1	Desk w/chair
	1	Antique lamp
	1	Brass plant rack w/plants
	5	Pictures
	1	Antique barometer
	3	Throw rugs
	1	Basket planter
<u>Great Room</u>		
	1	8x10 Rug
	1	10x12 rug
	1	Large round pedestal table
	1	Small round pedestal table
	2	Square pedestal tables
	14	Arm chairs on rollers
	3	Piece maroon couch set
	1	Parquet square coffee table
	1	Lap secretary
	4	Framed pictures
	1	Brass oval seal of France
	1	Buffet
	1	Brass scale
	4	Bar stools
	1	Black stone planter
<u>Balcony</u>		
	4	Concrete planters
	1	Round marble/wrought iron ped. table
	3	Wrought iron chairs

SCHEDULE LAWN EQUIPMENT

- 5 Leaf rakes
- 2 Earth floats
- 1 Pitch fork
- 3 Root feeders
- 1 Post hole diggers
- 1 Hand cultivators
- 1 Hoe
- 4 Sickles
- 1 Edge trimmer
- 2 Weed eaters
- 1 Tree pruner
- 1 Pruning shear
- 1 Hedge trimmer
- 1 Limb saw
- 2 Hand grass shears
- 1 Hatchet
- 2 Lawn Boy movers, 21"
- 3 Toro Mover, 21" Self-propelled
- 1 Toro mower, 19"
- 1 Toro mower, 21"
- 1 Cooper 3HP power edger-trimmer
- 1 4HP Ryan power rake
- 1 Advance floor sweeper
- 5 Lawn Boy grass catcher bags
- 2 Cyclone rotary spreaders
- 1 Hudson power sprayer
- 18 Garden hoses
- 1 Insulation blower and materials

Model Furniture: 6712-F

2 tiered brass trimmed round plant stand

1 Folding drop-leaf lamp table

1 Clear glass ginger jar lamp w/white shade

1 gold plaid love seat

1 gold occasional chair

1 beige damask chair & ottoman

(Bedroom)

2 clear glass ginger jar lamps w/ brown shade

1 brown/white ceramic lamp w/brown shade

1 short lamp stand w/white shade

4 ps. king white quasi bamboo bedroom suite w/mirror

1 king size yellow bedspread

2 yellow tub chairs - match bedspread

(Dining room)

4 place setting pineapple

1 credenza (yellow)

1 casserole w/grapes on plate

6 matching chairs (yellow)

1 round table (wood)

1 mother & child sculpture

(Living room)

1 desk

1 oriental lamp

1 green velvet chair

1 small bust bookend

1 striped yellow chair

1 solid yellow tub chair

1 round lamp table

Quantity	Description
1	Set Westlock keying kit 00100
2	Buffer extractor pads
1	Buffer pad holder - 17-inch
1	Service master carpet first aid kit
50-feet	Perforated drain tubing - 4-inch
1	Spade

4.

Quantity	Description
1	40-foot aluminum extention ladder
1	25-foot aluminum extention ladder
1	20-foot aluminum extention ladder
1	14-foot step ladder
1	A/C valve wrench
2	5-foot step ladder - aluminum
1	Hand snake
2	Sledge hammer (1-no handle)
2	Pry bars
3	Hand saw (rip)
2	Edgers
2	Pick axe (1-no handle)
2	100-foot extention cords
5	Push brooms - 24-inch
1	Grease gun
1	Bench grinder - 1/3 HP
2	Plungers
1	Gas can - 5-gal.
1	Gas can - 2.5-gal.
1	Aluminum step ladder
1	Yard & garden sprayer - 1-gal
2	Double polly
1	Floor squeegee
1	Shelter shield insulation blower Md1 300 - w/75' hose
1	Appliance dolly (escort)
1	Roofing trowels
1	Kenway power snake 3/8 x 50'
1	Used Sears water pump & motor (circulating)
1	Sears wet vac & attachments
1	Sears dehumidifier
1	No. 10 Fire Extinguisher (ABC)
1	Electrolux vacuum
1	Toastmaster fan - 12-inch
1	Sears electric 1,500 watt heater

THE TUILCRIES
Equipment Inventory

Quantity	Description
1	4-gal. mop bucket
2	Mop wringers
1	Bissell Rug shampooer
3	Floor mops - cotton
2	Dust mops
1	Dust mop head - 18-inch
1	Small Dust mop. Plus extra head
1	Scrub brush w/handle
1	Maids cart
3	Buffing pads - nylon
1	Window squeegee
2	Hand brooms
1	Claw hammer
1	Steel figures stamp kit
1	Presto lite torch w/3 tips
1	Hoover vacuum
1	Rotary advance w/2 scrub brush - 17-inch
1	Hild vacuum
1	Mr. Steam Jr. w/attachments
1	2-gal plastic buckets
1	Plastic scrub brush
1	Tire pump
1	Craftsman 50G-51811- Vise
2	Pry bar - 12-inch
1	Expansion bit
1	Ratchet Phillips
1	Key grinding machine
1	Window fan - 24-inch
1	Vacuum pump - Mdl 15075
	Miscellaneous shelves of inventory, parts and equipment

Continued (6712-F)

1 all white (midsized) lamp

1 oval wood coffee table

1 yellow/green sofa

2 solid throw pillows

1 print throw pillows

(Kitchen)

1 wrought iron marble top table

2 chairs

2 soup cups/spoons/napkins

HALLWAYS & ENTRIES

21 Tables

22 Mirrors

Approx. 44 mats

REFRIGERATORS & STOVES

Approx. 155 Refrigerators

163 Stoves

All drapes

Schedule B

RULES AND REGULATIONS

1. Nothing shall be done or kept in any unit or in the Common Areas and Facilities which will increase the insurance rates on the buildings or contents thereof, without the prior written consent of the Board of Managers. No Condominium Unit Owner shall permit anything to be done or kept in his unit or in the Common Areas and Facilities which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities or units.
2. No use or activity shall be permitted or maintained in any unit which would be inconsistent with or detract from the high standard and character of the Property.
3. No household pets shall be kept in the units except with the written approval of the Board of Managers, which approval may be revoked if the pet is a nuisance to other Condominium Unit Owners. No pets, if allowed, shall be permitted to run loose in the Common Areas and Facilities. A deposit may be required of Condominium Unit Owners to cover any damage to Common Areas and Facilities caused by household pets. All pets should be kept upon leash while in the Common Areas and Facilities.
4. Condominium Unit Owners will deposit one key to their unit with the Manager's office to provide for any permitted entry in the absence of the owner.
5. Condominium Unit Owners shall not cause or permit anything to be placed on the outside walls of the buildings, and no signs, awnings, canopies, shutters or the like shall be affixed to or placed upon the exterior walls or windows without prior written consent of the Board of Managers.
6. The parking areas on the drives shall be for the temporary and occasional use of the Condominium Unit Owners, their invitees and guests. Condominium Unit Owners will park their cars in spaces designated therefor, subject to the rental requirements as established by the Board of Managers, and the Condominium Unit Owners will not, except for temporary or occasional use, park their cars on the driveways.
7. No baby carriages, velocipedes or bicycles shall be allowed to stand in the halls, passageways or other Common Areas and Facilities of the buildings.
8. Children shall not play in the hallways or stairways. Children under twelve (12) years of age shall not be allowed in or upon the Common Areas and Facilities unless accompanied by an adult.
9. Servants and domestic help of the Condominium Unit Owners may not lounge in the Common Areas and Facilities except in areas permitted by the Board of Managers.
10. No Condominium Unit Owner shall alter any lock or install a new lock on any door of the units without the written consent of the Board of Managers. In case such consent is given, the Condominium Unit Owner shall provide the said Board with an additional key for their use pursuant to their right of access to the unit.
11. No Condominium Unit Owner shall allow anything whatever to fall from the windows, doors or balconies of the unit, nor shall sweep or throw from the unit any dirt or other substance into any of the corridors, halls, elevators or ventilators.
12. No Condominium Unit Owner shall make or permit any disturbing noises in the unit or Common Areas and Facilities nor do or permit anything to be done that will interfere with the rights, comfort or convenience of other Condominium Unit Owners.