

PROPERTY INFORMATION PACKET

THE DETAILS



8325 E. Harry Apt #505 | Wichita, KS 67207

AUCTION: Saturday, July 20th @ 11:30 AM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION L.L.C.
REAL ESTATE SPECIALISTS



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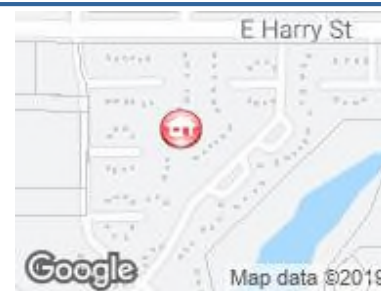
PROPERTY DETAIL PAGE
HOA RULES, REGULATIONS & POLICIES
LEAD BASED PAINT DISCLOSURE
WATER WELL ORDINANCE
GROUNDWATER ADDENDUM
ZONING MAP
FLOOD ZONE MAP
AERIAL
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PLAT MAP
TERMS AND CONDITIONS
GUIDE TO AUCTION COSTS

The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE 2



MLS # 568260
Status Active
Contingency Reason
Area 509
Address 8325 E HARRY ST #505
Address 2
City Wichita
Zip 67207
Asking Price \$0
Original Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms	2	Approx. AGLA	1169
Total Bedrooms	2.00	AGLA Source	Court House
AG Full Baths	2	Approx. BFA	0.00
AG Half Baths	1	BFA Source	Court House
Total Full Baths	2	Approx. TFLA	1,169
Total Half Baths	1	Lot Size/SqFt	N/A
Total Baths	3	Number of Acres	0.00
Old Total Baths			
Garage Size	2		
Basement	None		
Levels	2 Story		
Approximate Age	36 - 50 Years		
Acreage	Not Applicable		

GENERAL

List Agent - Agent Name and Phone	Daniel Gutierrez - CELL: 620-937-1488	List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612
Showing Phone	800-301-2055	Model Home Phone	
Year Built	1977	Builder	
Parcel ID	20173-119-32-0-22-01-001.08	School District	Wichita School District (USD 259)
Elementary School	Beech	Middle School	Curtis
High School	Southeast	Subdivision	CEDAR LAKE VILLAGE 3RD ADDITION
Legal	UNIT NO 505 BLDG 30 SITUATED ON PT LOT 2 & 1/2 RES B BLOCK 1 CEDAR LAKES VILLAGE 3RD ADD &.0054733 U	Realtor.com Y/N	Yes
Display Address	Yes	Buyer-Broker Comm	3
Transact Broker Comm	3	Variable Comm	Non-Variable
Virtual Tour Y/N			

ROOMS

Master Bedroom Level	Upper	Master Bedroom Dimensions	11.6 x 14.8
Master Bedroom Flooring	Carpet	Living Room Level	Main
Living Room Dimensions	14.8 x 17.10	Living Room Flooring	Carpet
Kitchen Level	Main	Kitchen Dimensions	10.2 x 10.1
Kitchen Flooring	Wood Laminate	Room 1 Type	
Room 2 Type		Room 3 Type	
Room 4 Level	Upper	Room 4 Type	Bedroom
Room 4 Dimensions	8.10 x 14.3	Room 4 Flooring	Carpet
Room 5 Level	Main	Room 5 Type	Dining Room
Room 5 Dimensions	8.5 x 9.8	Room 5 Flooring	Carpet
Room 6 Level		Room 6 Type	
Room 6 Dimensions		Room 6 Flooring	
Room 7 Level		Room 7 Type	
Room 7 Dimensions		Room 7 Flooring	
Room 8 Level		Room 8 Type	
Room 8 Dimensions		Room 8 Flooring	
Room 9 Level		Room 9 Type	
Room 9 Dimensions		Room 9 Flooring	
Room 10 Level		Room 10 Type	
Room 10 Dimensions		Room 10 Flooring	
Room 11 Level		Room 11 Type	

ROOMS

Room 11 Dimensions	Room 11 Flooring
Room 12 Level	Room 12 Type
Room 12 Dimensions	Room 12 Flooring

DIRECTIONS

Directions Harry St & Rock Rd- East to Home.

FEATURES

ARCHITECTURE	BASEMENT / FOUNDATION	APPLIANCES	OWNERSHIP
Traditional	None	Dishwasher	Individual
EXTERIOR CONSTRUCTION	BASEMENT FINISH	Disposal	PROPERTY CONDITION REPORT
Frame	None	Refrigerator	No
ROOF	COOLING	Range/Oven	HOA DUES INCLUDE
Composition	Central	Washer	Exterior Maintenance
LOT DESCRIPTION	Electric	Dryer	Recreation Facility
Standard	HEATING	MASTER BEDROOM	Snow Removal
FRONTAGE	Forced Air	Master Bdrm on Sep. Floor	Trash
Paved Frontage	Gas	Master Bedroom Bath	Other/See Remarks
EXTERIOR AMENITIES	DINING AREA	Sep. Tub/Shower/Mstr Bdrm	Gen. Upkeep for Common Ar
Patio	Eating Bar	LAUNDRY	DOCUMENTS ON FILE
Covered Patio	Living/Dining Combo	Main Floor	Additional Photos
Fence-Wood	FIREPLACE	220-Electric	Documents Online
Guttering	One	INTERIOR AMENITIES	Ground Water
Security Light	Living Room	Ceiling Fan(s)	Lead Paint
Storm Windows/Ins Glass	Woodburning	Fireplace Doors/Screens	SHOWING INSTRUCTIONS
GARAGE	Gas Starter	Vaulted Ceiling	Appt Req-Call Showing #
Attached	KITCHEN FEATURES	Window Coverings-All	LOCKBOX
Opener	Island	Wood Laminate	SCKMLS
FLOOD INSURANCE	Pantry	POSSESSION	TYPE OF LISTING
Unknown	Range Hood	At Closing	Excl Right w/o Reserve
UTILITIES	Electric Hookup	PROPOSED FINANCING	AGENT TYPE
Sewer		Other/See Remarks	Sellers Agent
Natural Gas		WARRANTY	
Public Water		No Warranty Provided	

FINANCIAL

Assumable Y/N	No	HOA Y/N	Yes
Currently Rented Y/N	No	Yearly HOA Dues	\$2,880.00
Rental Amount		HOA Initiation Fee	\$480.00
General Property Taxes	\$917.83	Home Warranty Purchased	UNKNOWN
General Tax Year	2018	Earnest \$ Deposited With	SECURITY 1ST TITLE
Yearly Specials	\$5.88		
Total Specials	\$5.88		

MARKETING REMARKS

Marketing Remarks This property is offered by Daniel Gutierrez with McCurdy Auction, LLC. Office: 316-683-0612 Email: dgutierrez@mccurdyauction.com **ONSITE REAL ESTATE AUCTION ON JULY 20TH @ 11:30 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. NO MINIMUM, NO RESERVE!!!** Wonderfully polished 2-Bedroom, 2.5-Bath condo with 2-car garage in Cedar Lakes Village. The property is beautifully landscaped and features a composition roof, guttering, sidewalks and a two car garage. The carpeted living room features vaulted ceilings, a wood burning fire place, and large windows for great natural light. The living room leads into the carpeted dining area with a sliding glass door leading to the back patio. The kitchen includes a serving bar to the dining room and great cabinet space. The washer and dryer are hidden by folding doors in the kitchen. Upstairs includes the master bedroom with a full private bathroom, additional bedroom, and full bathroom. The backyard includes a brick patio with a fenced in backyard complete with a storage closet and great landscaping! Enjoy virtually maintenance-free living. The Cedar Lakes Village HOA provides trash service, exterior building maintenance, amenity maintenance including pool, clubhouse, tennis courts, common areas, snow removal and association insurance. Schedule your showing today! *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The real estate will be open for previewing one hour prior to the real estate auction, or by scheduled appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$5,000.

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview	Yes
Method of Auction	Live Only	1 - Open/Preview Date	7/20/2019
Auction Location	8325 E. HARRY ST, UNIT 505	1 - Open Start Time	10:30 AM
Auction Offering	Real Estate Only	1 - Open End Time	11:30 AM
Auction Date	7/20/2019		
Auction Start Time	11:30 AM		
Broker Registration Req	Yes		
Buyer Premium Y/N	Yes		
Premium Amount	0.10		
Earnest Money Y/N	Yes		
Earnest Amount %/\$	5,000.00		

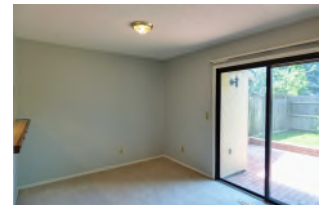
TERMS OF SALE

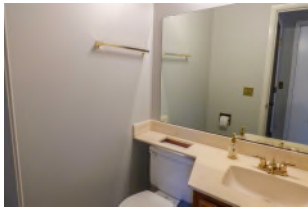
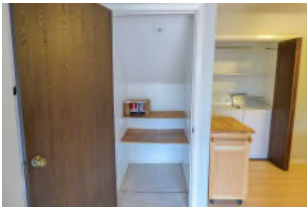
Terms of Sale

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

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RULES, REGULATIONS & POLICIES
of
CEDAR LAKES VILLAGE
CONDOMINIUM ASSOCIATION

PRINTED 2006

Resort Living at Home



Lakes, Indoor and Outdoor Pools, Tennis Courts, Saunas, Hot Tub, Private Lounge, Party Rooms, Playground, Picnic Areas, Fountain, Fireplaces, Friendly Folks, Private Patios, Scenic Landscapes, Social Activities and Spacious Private Living are Just Part of the Reasons Our Privately Owned Country Condos, in the Heart of Wichita, Kansas, Are Unique. We Enjoy, "Resort Living at Home."

Good Rules are like Good Fences, they make for Good Neighbors. We have a Duty to Read & Follow the Rules of our Village. Thank You for doing That.



RULES, REGULATIONS & POLICIES
of

**CEDAR LAKES VILLAGE
CONDOMINIUM ASSOCIATION**

Revised April 11, 2006

**These New Documents Supersede All Prior Rules,
Regulations and Policies Previously Published and
Mailed, or Announced in Prior CLVCA Newsletters.**

**Note: Rules, Regulations & Policies can be modified by
Publication of changes by Direct Mailings to our
Members or Notice in the Cedar Reader, after this
Revision Date. Please retain any such changes.**

RULES and REGULATIONS CONTENTS

RULES, REGULATIONS & POLICIES OF C.L.V.C.A.

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Rules and Regulations of Cedar Lakes Village Condominium

Preface: Addition of Village Rules

1. General: To ensure your enjoyment of Cedar Lakes Village Condominium and to maintain a pleasant, secure atmosphere, while protecting the value of our property, the Cedar Lakes Village Condominium Association (hereafter "CLVCA" or "Association") by the Board of Directors (hereafter "the Board") has prepared and approved these guidelines, for owners, residents, guests and tenants. Condo living is different from more common and traditional arrangements. The benefit of communal condominium living is a higher standard of residential life derived from efficiently living closely with each other and sharing common amenities and the expenses of keeping them. Close living begs tolerance in being considerate of your neighbors. It is for that reason (and that all property is commonly and privately owned) that the Kansas Apartment Owners' Act, and the Restated Declaration requires Rules and Regulations by the Board of Directors, elected to protect and govern the affairs and conflicts that arise from this form of ownership. Having a clear set of rules allows for expected standards of conduct of the residents and fair Board decisions in conflicts between owners, including the Association as a whole. Members own their unit, but also own the buildings and grounds in common with the other homeowners. This gives each homeowner a property interest in the use of other units, and the right to expect reasonable standards of conduct to be maintained, as determined by the elected Board on behalf of all members.

2. Controlling Documents: The authority for these Rules, Regulations and Policies is first from the Kansas Apartment Owners' Act (hereafter "the Act"), which creates this form of ownership and requires Rules to be established. The Act establishes that the specific governing directive shall be the declaration of condominium. The Restated Declaration of Condominium of Cedar Lake Village, A Condominium, Wichita, Sedgwick County, Kansas is that document (hereafter "Declaration"), which includes the Declaration itself, the Plot Plan, the Chart of Unit Ownership, the Statement of Materials and Type of Construction, the Chart of Square Footages, The Typical Floor Plans, the Lodge Floor Plan, the Articles of Incorporation of CLVCA (hereafter "the Articles"), a non-profit Kansas corporation, and the Restated Bylaws of CLVCA (hereafter "the Bylaws"). This group of combined documents is the Declaration, which to avoid confusion between the group and the part called the "Declaration" has become known as "The Gold Book". The Gold Book, like the Act, requires Rules, Regulations and Policies of CLVCA (hereafter "the Rules"), which are not a part of the "Gold Book" and this guide should not be construed as a replacement for the Gold Book, but rather as an addition to those documents.

3. Special Rules and Regulations: Special Rules and Regulations may be posted on the drives, trash gazebos, at the clubhouse (lodge), the lounge (bar), tennis courts, swimming pools, meeting rooms, kitchen, picnic area, playground; or may be published in the authorized newsletter of the association, the "Cedar Reader". These Special Rules and Regulations are part of "the Rules" of CLVCA, which shall also be complied with by all persons on the premises.

4. Conflicts in Authorities: In the case of a conflict between any of the provisions of all of these authorities, the Act governs over the Gold Book and the Gold Book governs over these Rules, Regulations and Policies. This Preface is an enforceable part of the Rules, Regulations and Policies. These published Rules, Regulations and Policies are controlling over Special Rules and Regulations, if any conflict is found between them.

5. Cedar Lakes Village Landowners Association: CLVCA is a member of the larger Cedar Lakes Village Landowners Association, which actually owns the lake and surrounding areas in our community. All of Cedar Lakes Village shares the use and enjoyment of the common areas surrounding the lakes. CLVCA pays its share of the taxes and some other costs of the greater Cedar Lakes Village Landowners Association, however has entered an agreement to maintain the common areas on our side of the lake next to our property in lieu of each of our members' annual dues to the Landowners' Association. Our Village neighbors have a right to enjoy "our" shore, just as we may use the common areas on the other side or around the other lakes. Please welcome and show the same courtesies to our Village neighbors as we do to each other.

6. Publication and Notice of Rules, Regulations & Policies: The Rules, Regulations and Policies of CLVCA are not a public record document, which means you cannot get a copy from the Register of Deeds office. All Rules are effective upon a written copy being provided to the owner, at the address provided to the Association, by publication in the newsletter, or in the case of Special Rules, by posting at the location of their application.

7. Modification or Additions: Rules, Regulations and Policies may be changed, modified, added to, repealed or suspended from time-to-time by a majority vote of the Board. Any rule, regulation or policy adopted by the Association may also be changed, modified, added to, repealed or suspended by a majority vote of the members, so long as such a vote does not effect the contents of the Gold Book, which has its own change requirements. Changes are effective as provided above.

8. Duty to Read and Follow the Gold Book, Rules, Regulations and Policies: It is reasonable for all of us to be responsible and considerate of our neighbors and necessary to maintain these standards. Each new owner verifies, in writing, that they have been provided a copy of the rules and every owner is required to provide a copy to any tenant and include that fact in the lease, rent or occupancy agreement. By the nature of our communal condominium living on commonly owned private property, these standards are different than many people may be used to in other living arrangements. It is not safe for any resident to assume they can conduct themselves as they would on public or other private property. All owners, tenants and residents have a duty to read, know and follow the Gold Book and the Rules.

9. Availability of Gold Book and Rules: Copies of the Gold Book and copies of these Rules are available from management. The first copy of either was provided free of charge and each additional or replacement copy of either will have a five-dollar (\$5) charge.

10. Enforcement of the Rules and Gold Book: Our standards are equitable and will be actively enforced to ensure an enjoyable atmosphere for you and at the same time maintain a standard of living that will enhance the value of your investment. We all have the obligation to follow the provisions of the Gold Book and these Rules.

A. Fines and directives may be issued consistent with the provisions of the Gold Book and in the enforcement of any violation of the Gold Book, Special Rules or these Rules. The Board may make assessments against a unit or units by authority of the Act and the Gold Book to enforce these standards and the Rules.

B. Costs to recover all fines, fees and assessments are a homeowner's responsibility. Costs may become additional assessments, as directed by the Board.

C. All reasonable measures may be taken by the Board to fulfill its purpose as set out in the Articles, Bylaws and Declaration. The Board has the right and authority, as it may deem necessary or advisable to protect the security and value of the condominium and of the members, residents and the Association. That responsibility of the Board may include several specific methods set out here, in the Act and in the Gold Book, but also include the right of a private property owner to limit the use of the common and limited common areas, restrict individual persons, property and animals or ban them from the property.

D. Only members are directly responsible to the Association and the Board must look to them to enforce and ensure compliance. Homeowners will assume full responsibility for their family members, residents, guests, occupants, contractors, employees and tenants.

E. Tenants are bound by the Gold Book provisions and the Rules, even though the owner(s) are responsible for them directly to the Association. In the case of violations, all reprimands, fines, fees, assessments and costs from the acts or omissions of tenants or occupants and their family members, residents, guests, contractors, or employees will be levied against the homeowner, not the tenant.

1. **A Current Copy of the Rules, Regulations and Policies** will be provided by the Landlord or owner to the tenant or occupant (as defined in an owner /occupancy transfer agreement), and language to that effect shall be included in any such agreement transferring rights to possession of a unit.

2. **A Renter Insurance Package** is required of the tenant or occupant. The homeowner is also required to carry a Landlords Insurance Package to protect the Association from unreasonable risks. Landlords must place language in any rent, lease or occupancy agreement requiring the resident to acquire and maintain renters insurance. Any failure to carry either type of insurance is a violation.

3. **Tenants may be Evicted** by CLVCA, as the owner of the building(s) and by authority of the Act, Articles, Bylaws and Declaration, if the Board concludes a tenant to be a liability; a clause under the Kansas Landlord and Tenant Act may be invoked and notice will be given to terminate the tenant or occupancy agreement. The language in any rent, lease or occupancy agreement shall include this ability of the Association to evict.

10. Enforcement of the Rules and Gold Book, continued:

F. Suspended privileges and restrictions on the homeowner's and/or tenant's use of the property may be issued by the Board during any period in which a homeowner is in default of a payment or assessment levied by the Association. Such restrictions shall include, but is not limited to the loss of voting rights and use of the amenities. Access keys to the amenities must be surrendered upon request in those cases and failure to do so is a separated violation.

11. Work on Association Property: The Association prohibits homeowners, occupants, tenants, or their agents, contractors, employees from repairing, modifying, or altering any Association property. To do so violates its directives.

A. The Association will not assume any liability or financial obligation for repairs, alterations, modifications or event, from the work of homeowners on Association property. Any additional requirements for maintenance, upgrade, repair, etc. regardless of tort, caused by such work or event is the sole responsibility, liability and expense of that homeowner.

B. Neither the management agent, any employee of the agent or the Association, nor an individual Director has the authority to allow any homeowner to work on Association property. All such work requires compliance with other sections of the Gold Book and these Rules and a majority vote of the Board approving the same.

12. Work on Board of Directors' Units: Any request or necessary repairs to a current board member's unit, in excess of five hundred dollars (\$500), will require board notification and approval. In the case of an emergency, board approval is waived, however, management will notify the Board President who will in turn notify all board members of the repairs.

13. Waiver: A homeowner may apply to the Board of Directors for a waiver of one or more of the Rules. Such a waiver may be granted by the Association for good cause shown, if in the judgment of the Board such a waiver will not unreasonably interfere with other homeowners or the value of the property. Any consent or approval given under this provision must be by majority vote of the Board and may be added to, amended, or repealed at any time by current or any future Board of Directors.

The provisions in this Preface are to help members understand the overriding concerns of the Association for the protection of our members and their property and to guide the members in understanding the standards set out herein to maintain our unique environment. This portion of the Rules, like the Rules themselves are simply a guide and should not be construed as a replacement for the Act or the Gold Book of Cedar Lakes Village Condominium Association, but should be read as an addition to those controlling documents.

Chapter 1: General

1. Use of Amenities: The *amenities* maintained by the Association through dues assessments are the common property of Cedar Lakes Village Condominium homeowners, and are for the benefit of homeowners. They include the Clubhouse, the lake and the lake grounds. Facilities at the Clubhouse include the swimming pools, sauna, hot tub, tennis courts, basketball court, swing set, outdoor grill, and park area. The lake grounds include a picnic area and dock.

A. Guests of homeowners may use amenities if **accompanied by registered key holder** or resident family member; homeowners are responsible for the actions of their guests.

1. **Children** under 16 are prohibited from using amenities unless accompanied by a parent or guardian.

2. **Supervisors of Children** shall be at least 21 years of age.

B. Tenants have conditional access to amenities, except meeting rooms in the Clubhouse. Tenants may use these rooms when invited by a homeowner or by renting them. Owners who permit their tenants to use the amenities forfeit their own right to use them and must register the access key transfer to the tenant.

C. All keyed gates and doors must be secured at all times except for entry and exit. Do not leave these access points ajar for others, for reasons of security and insurance liability.

2. Access Keys to the Amenities: Each unit is allocated one key that may allow access to the Clubhouse and nearby outdoor gates. Keys that cannot be duplicated are numbered and recorded. Security of these keys protects our investment in the Clubhouse. The access keys belong to the Association and violations of these provisions are a misuse of our property.

A. Do not lend your key to anyone (Resident family members only).

B. Custody shall be registered when unit possession is transferred and the key is to be returned to management, or a transfer recorded with management.

C. A \$25.00 deposit is required when the management agent issues a unit access key to a new owner. There is a \$50.00 charge for replacement keys.

D. Only registered access key holders, with their authorized guests, may use facilities. Homeowners are responsible for assuring compliance.

E. Either homeowners or their tenants, but not both, may use the registered unit key.

F. The right to inspect any key at any time is held by management and any homeowner to determine the unit to which the key has been registered.

G. Unescorted visitors must surrender keys to any homeowner or management agent, upon request.

H. An unauthorized key use should be reported to the management agent, a Director or the police. Keys not registered to the holder are considered stolen property and must be surrendered.

3. Mail Boxes: The mailboxes are owned by the Association and the locks are serviced under and agreement with the U.S. Postal Service. They are keyed for security and the locks must be changed every time there is a change in the ownership or tenancy of each unit. Originally each lock has 2 keys issued to the new occupant and a copy is kept by management (needed to change locks and as a replacement master). The owners may make as many duplicates as they wish, but each key should be marked with the same identifying markings as the originally issued keys. The following policies apply to the mailboxes, locks and keys

A. The **lock change fee** of twenty dollars (\$20) shall be paid to the association by the new owner or the existing landlord before occupancy changes.

B. **Mailbox keys** are to be **returned** by delivering two (2) properly marked copies of the issued keys to management before occupancy changes; failure to do so shall result in a five dollar (\$5) assessment, per key, which must be paid before a new lock is installed.

C. **Duplicates** of the mailbox keys may be obtained from management for five dollars (\$5) a piece.

D. **Damaged locks** may result in a back charge to the assigned unit in the discretion of the Board.

4. Assessments and Late Payments:

A. A **new owner assessment** is required of each new owner, which shall be equal to two times the amount of the monthly assessments then being charged against such unit, unless they meet a specific exception in the Declaration. That one time assessment is not regular dues and must be paid on or before closing.

B. **Regular dues** are set by the assessment of annual unit dues rates for maintenance, insurance, social activities, reserves, unexpected contingencies, and administration, which are set in December of each year, to be paid on a monthly basis, due on the 1st of each month starting in January of each year.

C. **Special assessments** may be set by the Board for individual units, groups of units or for all units and are due 15 days after the date of the notice.

D. **Fines** for violation of any provision of the Articles, Bylaws, Declaration, these Rules and Regulations, or written policy or directive of the Board may be specially assessed, up to \$100 per violation and each day of a continuing violation can be considered separately.

E. **Late fees** of \$50 shall be assessed for unpaid assessments, on the 15th day of each month, unless specified otherwise.

F. **Interest** may be charged by the Board on unpaid assessments after 15 days past due at the rate authorized in the Declaration.

G. **Lien and foreclosure rights** of the CLVCA exist for all unpaid assessments, fines, late fees and interest on the unit and all personal property in it. All such debts are liens, and the Board will cause a lien to be recorded after 60 days past due and may foreclose within one year of the unpaid assessment or bring an action against the owner(s) to collect.

4. Assessments and Late Payments, continued

H. Application of payments received shall be to the oldest unpaid debt to CLVCA, without regard to directions for the application of payment from the person making the payment, except that members who own more than one unit may direct which unit shall receive credit for all or part of any payment. Payments received from a multiple unit owner, which do not direct the application of the payment, shall be applied equally to debts against all owned units.

I. Voting and recreational privileges of that unit shall be suspended for any unpaid assessments, fines, late fees or interest on the unit, and the access key for that unit shall be surrendered upon request.

5. Bicycles, Skates, and Skateboards: Homeowners are responsible for their children's play and use of sports equipment, including bicycles, skates, and skateboards. Children should be educated as to safe use of their toys, and should be reminded to look out for cars and other vehicles on our streets and roadways. Any use of toys or sports equipment that damages, or reasonably risks damage, to Association property, including buildings, grounds, walkways, and landscaping, is prohibited. Parents/guardians are responsible for any damage that occurs.

6. Chimney Cleaning: In the interests of fire safety and insurance, fireplaces must be maintained in safe working order.

A. Wood-burning Fireplace chimneys must be cleaned at least once every other year, and should be more frequently cleaned if heavily used.

B. Gas fireplaces and gas log burning fireplaces must be cleaned at least once every four years.

C. Certification of safety and cleanliness from a licensed fireplace service provider of the fireplace flue, damper, gas lighting system, gas logs, if any, must be timely sent by each owner to management.

7. Employees and Contractors of the Association: The unit owners may not use CLVCA employees and contractors for unauthorized work, unless compensated privately and then the work is to be performed beyond normal work hours. Any instances of such work shall be billed to the owner of the unit upon which the work was performed.

8. Firearms and Other Weapons: No firearms or other weapons, e.g., bows and arrows, pellet guns, or paint guns may be discharged within the complex.

9. Flammable or Other Hazardous Materials: City of Wichita fireworks ordinances apply. Homeowners may not keep flammable, combustible, or explosive materials in their units that would affect the unit's insurability. Store limited supplies of gasoline for lawn mowers, etc., propane tanks for grills, paint, wood for the fireplace and similar materials as recommended by their manufacturers or as required by the city code. To prevent termite infestations, do not store fireplace wood against the exterior walls of the unit.

10. Garage Doors: Garage doors are to be kept closed except when in actual use.

11. Garage and Estate Sales: Garage sales are generally not allowed due to our limited parking and the community's preference for peace and quiet. However, the Board of Directors may make exceptions, such as sponsoring a community garage sale.

A. Public sales must have the prior written approval of the Board of Directors.

B. Parking by visitors must be monitored by the unit owners sponsoring such events so that visitors do not block other driveways.

12. Garbage and Trash: To maintain cleanliness and to meet the trash removal contract terms:

A. Trash and Garbage must all be placed inside of the designated containers located inside of the trash gazebos.

B. Garbage must all be placed in plastic bags and put inside the trash containers.

C. Fireplace Ash must be placed in designated containers in the trash gazebos.

D. Paint and Other Hazardous Chemicals, including solvents, pesticides, used oil, anti-freeze, refrigerants and old tires may not be disposed of in our trash system.

E. Large Items (furniture, electronics & appliances) may not be left in the trash gazebos outside of the provided containers.

13. Home Occupations: As provided in the Declarations, most home occupations or businesses are prohibited in the interests of maintaining peace and quiet. Activities that involve the solely private use of a home office or studio or conduct business only by electronic means are acceptable. A home business may not have on site employees other than residents and may not bring significant traffic into the complex. The Board of Directors has discretion to determine what counts as "significant" traffic.

14. Personal Conduct and Nuisances: Condominium living is different from more common and traditional arrangements. Homeowners own their unit, but also own the building itself and all of the grounds in common with the other homeowners. This gives each homeowner a property interest in the use of the other units, and the right to expect reasonable standards of conduct to be maintained, as are determined by the elected Board of Directors on behalf of all members.

Homeowners must respect the right of their neighbors to live peaceful and secure lives without undue nuisances or disturbances. Homeowners should refrain from activities that impose unwanted annoyances or nuisances on their neighbors. Their guests must observe the same standards. The Board of Directors has authority to enforce these standards through warnings, fines, etc. (*See Enforcement of Association Policies*):

A. Loud noises, including noises from televisions, radios, stereos, machinery, barking dogs, or entertainment, etc., that disturb your neighbors are prohibited.

B. Offensive odors are prohibited.

C. Noxious or offensive conduct, including the use of obscene or profane language, which disturbs the peace of the community, is prohibited.

15. Personal Property: The Association is not responsible for personal property left in any unit, common area, or limited common area. All residents' personal property is to be cared for by its owner.

16. Pet Care and Leash Rules:

- A. Commercial breeding** of any animals is prohibited.
- B. Traditional household pets** may be kept by homeowners, provided that such pets do not unreasonably disturb or endanger other residents. The Board has discretion to determine if an unreasonable act has occurred, and may levy fines and/or require that an animal be removed from the property. Wichita city licenses and tags ordinances must be followed.
- C. Pit Bull or Rottweiler Breeds** of dogs are not allowed.
- D. Exotic Pets** must be approved by the Board, upon written request by the unit owner before they are brought on the property, and owners must abide by any conditions set.
- E. Leashes** are required on dogs when outside a unit or adjoining limited common area.
- F. Pet excrement** must be promptly cleaned up by resident pet owners. Pet odors from limited common areas are considered a nuisance and are a violation.

17. Roof Access: Access to roofs is limited to authorized Association employees, maintenance personnel, and contractors. Employees must remove toys or other objects on the roofs.

18. Signs and Decorations: Homeowners have a common interest in the appearance of all units. The Association owns the exterior of the buildings. Homeowners may decorate the exterior of their units in limited common areas, but decorations must be modest and tasteful, and their installation must not cause damage to the building.

- A. Removal of exterior decorations**, which the Board of Directors deems excessive, inappropriate, damaging or hazardous may be required or directed.
- B. Medical and security signs**, of a reasonable size and appearance may be displayed.
- C. Advertisements** of all kinds are prohibited, including "for sale" signs, except for specific occasions of limited duration, such as an open house, and then prior written approval of "for sale" signs must be obtained from management and without a majority Board action, can only be approved for Sundays.

19. Snow and Ice Removal: Do not use rock salt to remove ice and snow from sidewalks or driveways, since salt can harm both concrete and vegetation. Biodegradable "melt" products are acceptable, snow shoveling is preferred from limited common areas.

20. Window: All windows, including garage, shall have an interior drape or blinds. All drapes or blinds shall have lining or appear solid white or brown from outside the units. Window glass thermal units which have lost their seal and appear discolored must be replaced by the unit owner.

21. Violations of General Rules: Directors, security officers or management employees may issue a warning ticket or a ticket notifying the owner of the unit responsible for the violation that Board action for the assessment of a fine for a violation has been requested. The Board will notify the owner of the unit sought to be assessed at least ten (10) days before any assessment is determined, however the Board may issue a directive consistent with the Declaration, Articles, Bylaws or these Rules, prior to notice or assessment. (*See General Rule 3*)

Chapter 2: Vehicles

- 1. General Vehicle Responsibilities:** Cedar Lakes Village Condominium property is private property owned by the Association and though it is in the City of Wichita the paved areas are not city streets. Signs are not required for enforcement of these rules. Owners are responsible for the proper use of vehicles and the compliance of their family members, residents, guests, employees, contractors and those of their tenants. All grounds usage is subject to the limits of the Declaration and these rules.
- 2. Operation of Vehicles:** Operation of all motorized (gas or electric powered) vehicles on our property shall only be by licensed operators of licensed vehicles, recognized by the State of Kansas.
- 3. Speed Limit:** Vehicles of all types shall not exceed a 20 miles per hour rate of speed at any time.
- 4. Vehicle Control Markings:** Authorized traffic control and parking signs and markings shall be followed, but the lack of signage does not allow violations of our other vehicle rules.
- 5. Off Pavement Vehicle Use:** Motorized vehicles may not be operated off the paved areas, except maintenance vehicles and those specifically authorized by the Board or management.
- 6. Parking:** CLVCA has limited parking and expects compliance with parking regulations.
 - A. Parking is allowed** only in designated lined parking areas, or in driveways where the vehicle does not extend beyond the curb line. Short term loading and unloading of any type of vehicle is allowed outside of marked areas, if it does not impede access to any other unit garage or marked parking area.
 - B. Marked parking areas**, other than in the clubhouse parking lot, are only for the vehicles of members, residents or their in house guests. Non-resident parking at the clubhouse is limited to the time of the operator's activities there.
 - C. Recreational vehicles, bicycles, motor homes, boats, trailers or trucks** larger than ½ ton may not be parked anywhere in sight on the property, except for up to 72 hours in the clubhouse parking lot or for loading and unloading.
 - D. Inoperable or unlicensed vehicles** are not allowed in sight on the property for more than 24 hours.
 - E. Vehicle repairs, washing or polishing** of vehicles is not allowed in sight on the property.
- 7. Violations of Vehicle Rules:** The individual Directors, security officers, management agent or maintenance employees may issue a warning ticket or a ticket notifying the owner of the unit responsible for the violation that Board action for the assessment of a fine for the violation has been requested. (*See General Rule 3*)

Chapter 3: Clubhouse, Tennis Courts, Playground, Pools, Spa, Locker Room

1. General Amenities Responsibilities: Cedar Lakes Village Condominium property is private property owned by the Association and all grounds use is subject to the limits of the Declaration and these rules. Owners are responsible for their proper use of amenities and the compliance of their family members, guests, and those of their tenants. All of the "General Rules" apply to the Clubhouse, Tennis Courts, Playground, Pools, Spa, and Locker Room areas. Please review the General Rules (especially 1, 2, 3 I, 13, 14 and 19), because they may be more specific.

2. Use of the Amenities:

A. Hours of usage, for security reasons, are between 6:00 AM and Midnight and then access is limited to proper use of the association keys issued for those uses. Pools, saunas, hot tub or tennis court(s) may not be used when posted closed for maintenance, the season (outdoor pool) or for any other necessary reason. The hours of operation of the lounge are flexible and will be generally provided in the association newsletter or by agreement with lounge operator. The lounge is a special feature of the clubhouse, but is not a required amenity of the Declaration.

B. Member usage of all amenities is allowed during the available hours, including the meeting rooms and kitchen, unless those rooms have been reserved. Private use of the meeting rooms and kitchen is available to members, only if they have been reserved by written agreement. Resident immediate family members are considered members for the use of the amenities, but the unit owner(s) is directly responsible for their compliance with the association's requirements.

C. Tenants who hold a registered key may use all amenities during the normal hours of operation, except the meeting rooms and kitchen, which they may only use by reservation and a written non-member rental agreement, or by invitation of a member present and responsible for the room usage.

D. Guests of members and tenants are allowed to use the amenities available to the registered key holder only when that registered key holder is present. **Access keys may not be loaned to anyone other than resident family members.** A unit may have no more than four (4) guests at any one time. Abuses by a unit of guest privileges may result in fines and Board restrictions or suspension of usage.

E. Children (all children) under the age of 16 may not use any amenity unless supervised by a parent or guardian over the age of 21 and accompanied by a registered key holder. Only the registered key holder may have "guests", children may not have guests use the amenities, as the term is used in these rules. Minors under the age of 18 may not use the pools unless supervised by a parent or guardian over the age of 21 and accompanied by a registered key holder. No children under the age of 16 may use the hot tub or saunas.

F. Pools, hot tub, tennis courts and saunas may not be rented or reserved.

G. Gates and doors for registered key access must be secured at all times, except for entry and exit; for security and insurance reasons they must be kept closed.

2. Use of the Amenities, continued

H. Inspections and surrender of access keys must be allowed. The registered key for any unit with unpaid assessments may not be used. Any key used for access to the amenities must be allowed to be inspected by any member, or management agent or employee, upon request. Any key (registered or not) than is used for access in violation of these rules, or bears a marked number different than the one registered for that key holder, must be surrendered upon the request of a director, management agent or employee of the association.

3. Reservations and Rentals of Meeting Rooms and Kitchen

A. Reservation and Rental agreements should be signed two weeks in advance of the event, to provide notice to other members and assure the room or rooms are available for use. The Board may limit any unit's reserved use of meeting rooms; otherwise booking requests will be honored on a first asked basis. Only one (1) reservation agreement may be in effect per unit at any one time. All reservation or rental agreements of the meeting rooms shall include a copy of this section of the association rules and regulations and shall require the agreement to abide by them.

B. Member Reservations of meeting rooms are allowed up to three (3) times each year, without a rental fee for social events, when a damage deposit of \$50 is provided at the time of signing a written reservation agreement. Additional social events or activities may be reserved and conducted at an additional rental rate of \$50 per room per event.

C. Member Business Reservations of meeting rooms are allowed at a rental rate of \$75 per room per day for meetings, provided that a damage deposit of \$50 is provided and that the rental fee is paid at the time of signing a written rental agreement. No public meetings for the sale of merchandise shall be allowed.

D. Non-Member Reservations of meeting rooms may be allowed by signing a rental agreement, at a rental rate of \$150.00 per room per day, provided that a damage deposit of \$50.00 is provided and that the rental fee is paid at the time of signing a written rental agreement.

E. Clean up after any event or use of the meeting rooms is required of each user or the deposit shall be forfeited and user shall be responsible for any cleaning or damage repair expenses necessary as the result of the use in excess of that deposit amount. Furniture and appliances are to be returned to the location they were in before usage. Trash is to be bagged and disposed of in the clubhouse trash gazebo.

F. Pools, hot tub, locker rooms, tennis courts or playground areas may not be reserved or rented. Reservations of the meeting rooms do not include access or use of those areas.

G. Alcoholic beverages are allowed, however arrangements for service from the lounge must be made in advance. Alcohol may not be consumed by minors and all participants are encouraged to drink responsibly. State liquor laws will be followed.

4. Conduct in Amenities Areas

- A. **Pets** are not allowed in the clubhouse, tennis courts, or pool areas. Pets are allowed in the playground area, subject to the general rules concerning pets.
- B. **Smoking** is not allowed anywhere in the Clubhouse. Smoking is allowed on the lounge outdoor deck, in the outdoor picnic area, in the playground area and in the outdoor pool area. Smokers are to use the receptacles provided in those areas.
- C. **Rough housing** play is not allowed.
- D. **Noise Levels** must be kept reasonable, though a higher level of music and noise is allowed in the clubhouse than in the residential areas of the condominium, the general rules on nuisances and personal conduct still apply. (*See General Rule 13*)
- E. **Personal property** of the association is to be respected. Furniture is not to be used for doorstops. The piano is not to be abused. The library is to be only read from or checked out on an honor system. Televisions and remote controls are to be used properly and turned off and left together when not in use. Plants, paintings and decorations are to be unharmed. The personal property of clubhouse users are their responsibility, not the associations, and are to be removed as the users leave the clubhouse, except for those items that are placed in registered lockers.

5. Locker Rooms and Lockers

- A. **Locker rooms** are to be used only by those who are authorized to be in the pool, spa, and tennis courts areas.
- B. **Locker Registration** is allowed by members without charge and they must provide their own locks.
- C. **Unregistered Lockers** may be used by anyone, as long as all locks and personal property are removed with the user, after each use.
- D. **Locks** that are left on unregistered lockers will be cut and any personal property left in any such locker may be discarded.
- E. **Showers** are required of all users of the hot tub, pools or the saunas before using those amenities.

6. Pools, Hot Tub and Saunas (Some duplication of rules are included in this section to aid in locating the applicable rules and in the posting of signs)

- A. **Registered Access Key Holders**, and adult guests may use these amenities. Access keys may not be loaned to anyone, except resident family members of the unit.
- B. **Guests** are limited to no more than four (4) at one time per unit, and then only with a registered key holder present.
- C. **Children** under the age of 16 shall not use the hot tub or saunas. Children under the age of 16 shall not use the pools unless accompanied by a registered access key holder and a parent or guardian over the age of 21.

6. Pools, Hot Tub and Saunas, continued

- D. Showers** are required before using the hot tub, pools or the saunas.
- E. Swimwear** must be worn in the hot tub and pools.
- F. Glass** of any kind is not allowed in or around the hot tub, saunas or pool areas.
- G. Toys and electronic devices** are not allowed in the hot tub.
- H. "No Lifeguard on Duty"** signs warning that people "Swim at your own risk" must be posted at both pools.
- I. Life saving devices** including a ring with 30' of rope and a pole hook shall be kept at each pool. This equipment may only be used in the case of an emergency.
- J. Tampering** with any device or pool equipment is not allowed.
- K. Floating toys** and devices are allowed in the pools.
- L. Jumping and diving** is allowed only into the deepest sections of the pools and only from the edge of the pool.
- M. Running or rough play** is not allowed.
- N. Smoking** is prohibited in the hot tub, saunas and indoor pool areas. Smoking is allowed in the outdoor pool area, provided that all smoking materials are deposited in the provided receptacles.
- O. Violations of these rules** will result in removal from the premises, the surrender of your access key, pending review by the Board of Directors and may result in fines against the unit owner, which allowed access to the pool, sauna and/or hot tub areas.

7. Plants in the Clubhouse: Plants owned by the association are not to be damaged, moved or hurt in any way. Plants owned by homeowners are not allowed in the clubhouse or the indoor pool area without the prior approval of management and plants not owned by the association may not be planted into the permanent planters in either of the pool areas.

The remainder of this page is intentionally left blank for the later addition or modification of the rules.

Chapter 4: Maintenance Responsibilities Of the Association & the Owners

1. General Maintenance Responsibilities: The Association has the primary responsibility for the maintenance of the condominium property, outside of the defined units, subject to the exceptions passing either the duty to maintain or the costs to the unit owner. There are a few terms used that need a clear understanding; the limits of the “defined unit(s)”, the “common areas”, including the “limited common areas”.

2. Definitions: The definitions in the Declaration are binding, but the simple ones included here are provided for convenience.

A. Defined limits of the units are generally set by following boundaries:

1. **General boundaries** are the unfinished interior surfaces of the perimeter walls, windows, window frames, doors, doorframes and trim; and the unfinished surfaces of the floors of the lowest levels and the ceilings of the highest levels. The paint, wallpaper, ceramic and quarry tile, padding, carpet, enamel, stain or other finishes on such interior surfaces are included inside the unit boundaries.
2. **“Unit” includes** the interior partitions and other equipment, fixtures and improvements within these boundaries and any equipment such as the air conditioning compressor and it’s lines, doorbell, and utility lines that service only that unit, etc. located outside the unit but which is connected to or directly interrelated with equipment within such boundaries.
3. **“Unit” excludes** the perimeter walls, including any door, window, or other closure, subject to the specific exceptions set out here and in the Declarations.

B. Common Areas are simply everything outside of the defined units.

C. Limited Common Areas are parts of the Common Areas reserved for use by a certain unit, and no other units. Limited Common areas are owned by the Association, but limited for the use of the Association and particular unit owner(s) and include the land under and adjoining each unit within the fences, driveways (if any) immediately in front of the unit garage, any adjoining shutters, awnings, window boxes, doors, windows, steps, porches, balconies, patios, sidewalks, and any other apparatus designed to service a single unit.

D. Amenities are the Clubhouse, including the meeting rooms, kitchen, locker rooms, swimming pools, saunas, hot tub, tennis courts, basketball court, swing set, playground, outdoor grill, fountain, pond, picnic and park area. The lake grounds on our side of the lake, including park benches, a picnic shelter and grill area and the dock are amenities of the Village. The residential buildings include none of the “Amenities”, as that term is used in this section. The amenities, the maintenance building, common area landscaping and the park benches and park areas in various locations throughout the complex, are the sole maintenance responsibility of the Association.

3. Basic Rules for Unit Modifications and Maintenance for Owners and the Association:

- A. Substantial exterior modifications**, alterations or additions will not be made, nor changes in appearance, like changing colors by paint (or otherwise) will be allowed, without meeting the Gold Book requirements. No exterior change can be made without approval.
- B. Exterior room additions**, sunrooms or patio enclosures are no longer allowed.
- C. Awnings, aerials or other projections** shall not be attached to the exterior walls.
- D. Repair of Association property** is not allowed by homeowners. Homeowners, who do such repairs, do so at their own risk and expense.
- E. Internal alterations**, structural changes or additions are not allowed, without qualified plans and prior Board approval by a majority vote at a regular meeting.
- F. Damages** caused by negligence, improper conduct, abuse, misuse, alterations, repair, or construction by the owner, family members, tenant, visitor, guest, employee, contractor or agent of the owner, to common and limited common areas, including all repairs and restoration of any damage can be a lien collected on the unit.
- G. The responsible party** will pay damages incident to repair or modification.
- H. Insurance proceeds** of the Association will be applied first to all repair costs, which are the responsibility of the Association.

4. Responsibility for Expenses and Costs of Work: The costs of maintenance, repair or replacement for all the listed Association or Homeowner responsibilities may be assessed against the unit when:

- A. Caused by the negligence** or improper conduct of owner, family member, tenant, visitor, guest, employee, contractor or agent of the owner.
- B. Caused by termites**, carpenter ants or other insects.
- C. Caused by alteration** or construction done by or for the unit owner (past or present).
- D. Costs of common utility services**, including wiring, conduits, ducts and plumbing will be apportioned among the owners serviced.
- E. Association Work** done meeting a responsibility of an owner.

5. Rights of the Association to Unit Access for Inspection and Repairs: The Association, its management agent, or its designee shall have the right of access to any unit for the purpose of making inspections, repairs, replacements or improvements to common areas and the units which are its responsibility; and remedy certain conditions which would result in damage to any other portions of a building in emergencies and at all other reasonable time with advance notice. The right to separate safety inspection or on any occasion when access has already been allowed the testing of garage door, sump pump or visual sounding and probing for wood destroying insects may be conducted. In the event that termites, insects and/or other vermin infestations are discovered, the homeowner will be notified of the infestation and what actions are required to remedy the problem.

6. **Association Maintenance:** The Association will maintain, repair and replace all:
- A. **Exterior portions of apartments**, including outside surfaces of walls, roofs and doors, including garage, front and rear (doors, hinges or tracks are included, but weather seals, handles, knobs and all locking devices are not included); and those portions of the apartments contributing to the support of the building.
 - B. **Utility services** and related facilities including, exterior electric boxes and master circuit breakers, electric service lines, gas service lines and water service lines to the entry point of the units, conduits, wiring, duct work, supply and discharge plumbing that service more than one unit (Sewer blockages beyond where individual sewers join are the responsibility of the Association).
 - C. **Exterior fixtures** attached to the outside surfaces, including lighting fixtures and water faucets, but not including lighting fixtures, nor water faucets in limited common areas, front or back (all fixtures added to the exterior by owners for use by that owner, like other exterior lighting, or speakers are not the maintenance responsibility of the association).
 - D. **Attic exhaust fans and sump pumps** (service and testing access is required).
 - E. **Sprinklers**, including only a supply line into limited common areas, already served. Sprinkler systems inside of limited common areas can be regulated by the association for the protection of the property and the association controls the flow and watering schedule, but the unit owners are otherwise responsible for the maintenance and all modifications, whether directed, desired or needed.
 - F. **Fireplace flue caps**, but the Association does not maintain the flue, damper, gas lighting system, nor gas logs, if any, and owners are to file certificates of safety and cleanliness annually for wood burning fireplaces and once every four years for gas fireplaces and gas log burning fireplaces, from a licensed fireplace service provider.
 - G. **Steps, Porches, Balconies, Patios and Sidewalks** in limited common areas will be structurally maintained, but cosmetic defects (like loose bricks) are considered landscaping.
 - H. **Driveways**, if any, immediately in front of the garages of each unit to the street or parking area.
 - I. **Rain guttering over garage doors** and connected downspouts and discharge sections; all other rain guttering, downspouts and discharge sections are to be kept clear and maintained by owner.
 - J. **Window boxes and frames** (Not the glass, screens, seals, handles or locks).
 - K. **Fences and gates**, including hinges and latches; any locking devices are the responsibility of the owner and subject to be cut for access by the association (dirt, mulch and botanical substances are to be kept away from the fence sections by the owner to allow air flow beneath the fence).
 - L. **Amenities** required in the Declaration of the Association.

7. Homeowner Maintenance: Unit owners, not the Association, are responsible for repair maintenance, or replacement of all portions in the defined limits of each unit, including and additionally the following:

- A. Wiring** and all parts of the electrical service exclusively for the unit, including the inside individual unit breaker box(es), electrical switches, electrical outlets, interior light fixtures, exterior light fixtures controlled from within the unit or by automatic switching devices and light bulbs.
- B. Plumbing** and all parts of the water supply and drain / sewer system exclusively for the unit, including the hot water heaters, sinks, garbage disposals, bathroom fixtures, bathroom vanities, toilets, tubs and showers.
- C. Heating, ventilating and air conditioning** systems and related equipment exclusively for the unit, including wiring, conduits, ducts, plumbing, air conditioning condensation lines and compressor /coil units on the inside or outside of the unit
- D. All fixtures and equipment** contained within the apartment, including built in cabinetry, countertops, closets, trash compactors, dishwashers and other kitchen fixtures.
- E. Intermediate floors** (when there is more than one level), including the floors themselves and carpeting, padding, tile, wood flooring or other floor finish.
- F. Interior** partitions, doors, trim, blinds and curtains or drapes and related hardware.
- G. Finishes of the interior**, including paint, wallpaper, tile, paneling, plaster and other wall, floor and ceiling finishes.
- H. Appliances and cable systems** for sound, television, computer and doorbells.
- I. Garage door openers** and related lighting, control and wiring systems.
- J. Fireplace** flue, damper, gas lighting system, gas logs, if any, and the owners are required to file certificates of safety and cleanliness annually for wood burning fireplaces and once every four years for gas fireplaces and gas log burning fireplaces, from a licensed fireplace service provider.
- K. Windows and Doors;** skylights and window well covers, including all glass, screens, weather seals, handles, knobs and locking devices. No blinds or shades shall be attached to, hung or used on the exterior of any building window or door.
- L. Windows** washed regularly, both inside and outside.
- M. Porch or Patio Enclosures** of the apartment, if any, including all materials.
- N. Termite**, carpenter ant or other insect treatments and damage repairs.
- O. Landscaping of limited common areas**, without level or drainage changes, including mowing within the fences, and planting, trimming and snow removal of the front entrances/walkways to the end of the brick including modest decorations. Vegetation and trees shall be trimmed away from buildings and fences.
- P. Report** promptly need for repair or any defect for which CLVCA is responsible.

8. Termites, Insects and Vermin: Termites, insects and/or other vermin are the responsibility of each homeowner to control and repair all damages resulting from such infestations.

A. Report any such condition **as soon as possible**, to the management agent if one or more of these conditions are found on your premise or unit. A homeowner shall be held responsible for all damages from failure to promptly report.

B. Notification letters will be sent to all adjoining unit homeowners in the building **as soon as possible**, that inspection of their unit is required.

C. Inspections must be performed in 14 calendar days from the date of the letter.

D. Certification of Inspection on the state approved "Wood Destroying Insect" report form, or other vermin infestations may be reported on any form, must be sent to management by the unit owner within 10 days of completion.

1. When **one unit** only in a building is verified as having termites, insects and/or other vermin, that single affected unit is required to be treated.

2. When **two or more units** in a building are infested, each unit in that building must be treated.

E. Treatment Required letters will be sent to homeowners of units in buildings in which infestation has been reported in two or more other units in a building.

F. Treatment Completion is required by every homeowner within 30 calendar days from the date of a report of inspection showing infestation on their unit, or from the date of a treatment required letter resulting from other unit reports.

G. Certification of Treatment on the state approved "Wood Destroying Insect" report form, or other vermin infestations treatments may be reported on any form, either must be sent to management by the unit owner within 10 days of completion.

H. Termite Bonds or continued treatment agreements with a guarantee against damages from a reputable pest control company are highly recommended by the Association

9. Reporting Repairs Requests: All requests for repairs of Association property will be made to the management agent for priority scheduling and completion.

10. Preservation and Good Housekeeping: Each homeowner shall keep his unit in a good state of preservation and cleanliness. He shall not allow anything whatsoever to fall or be thrown on the roofs or from the windows or door of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the common areas or limited common area.

The remainder of this page is intentionally left blank for the later addition or modification of the rules.

Chapter 5: Insurance Responsibilities Of the Owner

1. Division of Insurance Responsibilities: The Association insures the property and its business, outside of the defined unit limits (*See Rule Chapter 4, # 2 A*), which coverage includes the common and limited common areas for fire, casualty, public liability, workers compensation, management insurance, and errors and omissions of Directors and Officers. All of those policies of insurance do not include the units themselves, nor damage caused by unit occupants.

2. Insurance Responsibilities of the Individual Unit Owners: The Association requires the unit owners to insure elements of the unit that are structural, normal cabinetry, trim, fixtures, built in appliances, equipment and finishes as set out in the Declaration, and the risk of harm to other units from activities, conduct in, and elements of their unit, including:

A. Condominium Owners Insurance, an HO 6 policy, (*See Dec. 10 A*) with a minimum of \$5,000 structural coverage (minus their deductible) is required on each unit, with the association as a loss payee. The owner is liable regardless of coverage. **Caution: \$5,000 structural coverage is in no circumstance enough to cover the risk to the owner, it is only enough to meet the minimum required by the Association.**

B. Structural improvements and finish treatments within the defined limits of units are not covered by the association's insurance and owners shall insure their unit to return damage property back to the level set in the Declaration. Additional inside unit improvements coverage, to the full replacement level, is encouraged.

C. Sewer back-up and sump pump failure insurance coverage (*See Dec. 10 A*) riders shall be required on every unit with a basement or sump pump. Some units with no basement have sump pumps installed. The unit owner is responsible for sewer back up and sump pump failure damage liability, regardless of coverage.

D. Liability and Damage Agreements with the Association (as part of a waiver of the First Right of Refusal) shall include the language of individual unit insurance policy requirements and liability to pay for damages not covered from a failure to insure or being underinsured.

E. Landlords Package Insurance by the owner and **Renter Insurance** by the tenant or occupant (under a non-owner occupancy transfer agreement) are required to be carried on all non-owner occupied units.

F. Insufficient Insurance and Renter Insurance or any form of insurance, which provides less coverage than is required in this section is a violation of the Rules and Regulations of the Association and the Declaration of Condominium.

G. Contractors, agents or employees of owners, that work on the property shall be properly insured for the protection of the property and the members; failure to do so is a risk of loss that the association may assess to that unit owner.

H. Motor vehicles on the property owned by a resident member, family member, or tenant shall have liability insurance, to Kansas' standards. Upon request a unit owner shall provide proof of insurance on operable vehicles on the property.

I. Special Assessment Loss Insurance: coverage is highly recommended.

3. Insurance Trustee for the Association: The professional management agent shall be the insurance trustee for the association as set out in the declaration and that protection shall be in any management contract. The Board shall oversee the compliance of the Trustee with the Declaration.

4. Notification Requirement: All owners and residents must notify management of any damage or potential damage claim to common areas, limited common areas or structural elements of any unit as soon as possible. Management is required to be available to assist in emergency efforts to limit property damage and in protecting residents, 24 hours a day, 7 days a week, year round.

5. Insurance Claims Process: When a potential insurance claim exists for damage to association property or persons, on any insurance policy of the association, unit owner or resident insurance applying to the premises of any unit, the following steps and requirements apply:

A. Contact your Insurance Company first.

B. Notify Management Immediately of the problem, with your insurance agent and company's names and phone numbers. The policy number of your insurance and a claim number or claims adjuster's name, should be given if available.

C. Arrange for a Management Inspection of the damage or affected areas.

D. A "No Loss" Determination as to association property or liability, by management shall be promptly notified to the owner; then an owner or insured may negotiate any loss directly with a liable party or insurance company.

E. Notification to the Association's Insurance carrier shall only be made by the Insurance Trustee, not the unit owner, as to damage to association property or potential association liability.

F. Claims for insurance compensation or defense shall only be made after the trustee has determined any deductible amount, estimate the amount of damage or liability and reported to the President or the Board.

6. Casualty or Loss Inspections Related to Potential Claims: In the event of a loss or potential claim against CLVCA the Association, management agent, homeowner(s), tenant(s), and all involved insurance companies are required to allow and cooperate in a reasonable time and fashion for all inspections and to coordinate in making the needed repairs or restitution. Members shall allow multiple accesses for those stated purposes.

7. Loss Prevention Requirements: To avoid damage or injury to property or persons and to maintain insurance rates as low as possible for the necessary coverage, unit owners' duties are:

A. National, state and local laws shall be followed by unit owners, residents, tenants, guests, contractors or employees and owners shall not allow anything to be done or kept in a unit, common area, or limited common area, that may result in the increase or cancellation of insurance of a unit(s), building or their contents.

B. Loss Prevention requests by the association's insurance companies, insurance trustee, management agent or Board that are reasonable and will reduce the risk of damage or loss to property or persons, shall be granted or performed.

Chapter 6: Sale and Transfer of Unit Interests

1. The Association's Interests in the Unit Ownership: Because of our common ownership of all buildings and grounds, the Association has legally protected interests in the units individually. **Attempted sales, leases or transfers of interests that ignore those rights are null and void**, under the Act and our Declaration.

2. The Association's Right to Refuse to Allow a Transfer in Ownership Interests: **Before any gift, or accepting any offer to sell, lease or rent a unit**, the member shall deliver written notice to the association, including the terms of such offer or gift. The association may purchase, lease or rent the unit upon the same terms and conditions specified. There are exceptions where the Association may not exercise its option, or where restrictions apply, including:

- A. **Subleases** shall not be allowed by any owner or the Association.
- B. **Leases or Rentals** are not allowed on unit interests acquired after February 25, 1990.
- C. **Immediate Family Member** (mother, father, child, brother, sister or spouse) may receive allowed property interest transfers.
- D. **Joint Owners** may transfer allowed property interests between themselves.
- E. **Association Members** may receive allowed property interest transfers.
- F. **Non-Owner Occupancy Agreements** may be approved by the Board of Directors allowing a person to buy a unit to be occupied by an immediate family member, provided the right to occupy ends when that person leaves and there can be no other rent or lease.
- G. **A Planned Gift** to other than an immediate family member of a unit allows the unit to be purchased by the Association, at fair market value.
- H. **Death of an Owner**, without a will, or willing the unit to other than an immediate family member allows the Association to purchase the unit at fair market value.
- I. **Failure to Timely Respond** by the Association to a noticed option is a waiver.
- J. **1st Right of Refusal** waiver agreements, to be valid shall require, the following:
 - 1. All **outstanding assessments**, deposits, costs and transfer fees are paid.
 - 2. The buyer knows **when payments are due** and agrees to pay the Association.
 - 3. The **access key** be returned to the CLVCA or transferred to the new holder.
 - 4. Unit **mailbox keys** are returned (or paid for), with \$20 for a lock change.
 - 5. Management inspection for any **structural changes** from the original design.
 - 6. A copy of the **Gold Book & Rules** with changes is given to the transferee.
 - 7. The CLVCA gets a **contract copy**, confirming the amount and closing date.
 - 8. **Buyers know the CLVCA insurance requirements** and agree to get at least \$5,000 structural, sewer back up and sump pump insurance in an HO6 policy.
 - 9. The **President or Secretary's signature** for the Board on complete agreement.

3. Temporary Use of a Unit by a Friend or Relative is Not a Transfer of Interests: It is not a "Transfer", under this section, if you allow a named friend or relative use of your unit, free for up to four weeks, if you give the Board two week advance notice, and your contact information.

Chapter 7: Complaints, Violations, Enforcement and Resolution of Conflicts

1. Conflict Resolution in General: The benefit of communal condominium living is a higher standard of residential life derived from efficiently living closely with each other and sharing common amenities and the expenses of keeping them. Close living begs tolerance, and you must be considerate of your neighbors. It is for that reason (and that all property is commonly and privately owned) that the Kansas Apartment Owners' Act, and the Declaration require Rules and Regulation by a Board of Directors, elected to protect and govern the affairs and conflicts that arise from this form of ownership. Having a clear set of rules should allow for expected standards of conduct of the residents and fair Board decisions in conflicts between owners, including the Association as a whole.

There are some basic steps to the resolution of conflicts, which shall be expected of the members and residents of Cedar Lakes Village Condominium.

2. First Steps to Conflict Resolution:

A. Direct Efforts as a first step in conflict resolution to resolve the problem, by nicely explaining your problem to your offending neighbor usually works. In spite of the fact that every resident has been required to have and follow the rules, some may not realize that their conduct is a violation of a rule or is bothering you. They have a right to expect that you will live within the rules, and you have a right to expect the same from them. If you are the offending party, read the rules, change your conduct or attempt to reach a compromise agreement that is within the rules.

B. Make Notes of your efforts to resolve the issue, especially if the problem continues. Repeated violations of the rules are more serious than unknowing mistakes.

C. Take a director, the management agent or a trusted neighbor with you for a second direct approach at resolution. Having a witness is good and it may help solve the problem.

D. Threats to safety of persons or damage to property may or should be reported to the management agent first. The management agent is paid to be able to assess if there are violations and their importance to the Village. The agent has the added benefit of being able to approach the offending party(s) without having to disclose the source of the complaint. Additionally, there may be proven ways to resolve the conflict without your neighbors or the Board having to know or be involved.

E. Complaints to management can be made in person, by telephone, by e-mail or in writing. A written complaint is best and identifying yourself is important. Anonymous complaints can rarely be acted upon, since they provide no basis for action, unless they lead to separate observation of improper conduct or conditions.

3. Complaints to the Board: Direct complaints to the Board rarely are the most efficient.

A. Board member individually can directly receive complaints of rules violations in any of the same manners of contact as can be made with the property manager. Their contact information is listed on the directory and in every newsletter.

3. Complaints to the Board, continued:

B. Complaints at Board Meetings are allowed, but discouraged. Remember Board meetings are for Board business on the agenda and not for the primary purpose of taking complaints. There is no guarantee that a forum for "off agenda" non-board members, will be available. Complaints usually can be made to the Board as a body only at the regular Board Meetings held on the third Tuesday night of each month at 7 PM, at the clubhouse; however, if that is your first report no notice can be given to any other party necessary for resolution, no investigation of the circumstances, nor advance location of the most fitting controlling provisions can be expected to be made on-the-spot. The unit records are rarely at the meetings and no history can be prepared in advance to aid the Board in dealing with your complaint.

C. Directives to enforce an established policy or rule may be issued by the Board, on the first instance without any notice to offending parties, but rarely can it do more than to require a notice of future consideration as an "on agenda" item, when needed information, records, financial considerations and people can all be available.

D. Administrative due process is the generally required standard of the Board in most matters and where possible it will provide notice and make a review of all the necessary considerations before issuing a warning, making a directive or assessing a fine.

4. Maintenance or Repair Complaints: Complaints of needed maintenance should always be made first to the property manager, who has the responsibility to order and record work. Making such a complaint to a maintenance employee, Board member or the Board only results in added paper work and the potential loss of information that comes from the unnecessary relay of needed information.

5. Remedies Available to the Board: The actions that the Board must or can take depend upon the issue and are included throughout the Act, the Gold Book and the Rules, Regulations and Policies of the CLVCA, but most are listed below to aid in your understanding and requests.

A. Conduct Violations, the Board can:

1. **Table the matter** for investigation, consideration or to be placed on the agenda at a later meeting (Regular, Special, Executive or Open).
2. **Issue a warning.**
3. **Issue Directive actions** to the owner, management, a specific member or members, or a committee or to stop in certain conduct or work. (For example, order the removal of particular exterior decorations or a vehicle.)
4. **Make exceptions** or changes to the rules, under proper circumstances.
5. **Order the surrender of an access key** to the amenities for misuse, lack of proper registration, or unpaid assessments.
6. **Ban individuals** from the common areas or from being on the property at all and even evict a tenant, all under certain circumstances.
7. **Assess a fine** against a unit owner of up to \$100 per violation and each day of a continuing violation can be considered a separate violation.

5. Remedies Available to the Board, continued

B. Maintenance, Modification or Improvement Requests, the Board can:

1. **Direct management** to move work orders on the priority schedule.
2. **Allow** certain interior and exterior **modifications** of units, common areas or limited common areas and in some instances direct who performs such changes.
3. **Write bid specifications** and cause plans to be drawn, for competitive bids on some projects.
4. **Make funds available**, budgeted or unbudgeted, for needs or projects.
5. **Apportion costs** or expenses among some or all units, by special assessment.
6. **Direct remedial work be performed** by CLVCA and charged to a unit(s).
7. **Direct assessments** for the cost of damages to common areas, limited common areas or other units against a unit or units, under proper circumstances.
8. **Direct insurance claims** to be made or not made.

C. Assessments of Fines, Dues, Specials, Late fees, and Damages, the Board can:

1. **Waive late fees**, interest or some existing assessments.
2. **Set policies** concerning the application of payments to assessments.
3. **Assess late fees**, continuing fines and interest.
4. **Assess for damages** or remedial repairs to common areas, limited common areas or to units, against a unit or units under proper circumstances.
5. **Assess apportioned costs** or expenses among several units.
6. **Preclude the privileges** or voting of a unit with unpaid assessments.
7. **Order a lien** to be recorded against a unit or units for unpaid fines, fees, interest or dues, but generally will not do so until such debt is more than 60 days overdue.
8. **Order a foreclosure** on the ownership interest of a unit after a lien has been recorded, within a year of assessment.
9. **Purchase the unit**, or an interest in it, under certain circumstances.

D. Clubhouse Management, the Board can:

1. **Change the rental rates** for the common areas in and around the clubhouse.
2. **Limit reservations rights** to meeting rooms of a unit.
3. **Lease or manage the operation of the lounge.**
4. **Close the use of amenities** for safety, health or maintenance needs.
5. **Suspend the access key use** of a unit.

E. Sales and Signs are not allowed, unless authorized by the Board and it can:

1. **Authorize estate and real estate sales signs.**
2. **Allow temporary signs**, by written permission, for sales at a unit.

(This Page intentionally left Blank for the later addition or modification of the rules.)

Cedar Lakes Village Condominium Association, a Kansas Corporation

BE IT REMEMBERED, THAT ON THIS 11 day of April, 2006, at a duly noticed and called meeting of the Board of Directors of Cedar Lakes Village Condominium Association, and upon a proper unanimous vote of the Board the foregoing Rules, Regulations and Policies of the Association were adopted as a complete restatement of the Rules, Regulations and Policies of the Association as is authorized by the Restated Declaration of Condominium, of Cedar Lakes Village, a Condominium, the Restated Bylaws of Cedar Lakes Village Condominium Association, and by the Kansas Apartment Owners' Act; for the purposes and to fulfill the requirements of those controlling documents on the administration of the property and the members of the Association; by the authority granted thereby and as the presiding officer of the Board of Directors on behalf of said corporation these above stated Rules, Regulations and Policies are duly acknowledged and verified as the act and deed of said corporation.

BE IT REMEMBERED, that the above and foregoing Rules, Regulations and Policies of Cedar Lakes Village Condominium Association, by and through its duly elected Board of Directors are intended and do hereafter supersede all previous Rules, Regulations and Policies of the Association and all previously stated policies published in the official newsletter of the Association, The Cedar Reader, dated before the execution of this enactment, entered above.

IN WITNESS WHEREOF, Norman Hedges, President of the Association hereby certifies that the foregoing Rules, Regulations and Policies of Cedar Lakes Village Condominium and Cedar Lakes Village Condominium Association were duly adopted by the Association.

Cedar Lakes Village Condominium Association

By :


Norman Hedges, President of C.L.V.C.A.

Attested By:


Greta Ibarra, Secretary of C.L.V.C.A.

RULES and REGULATIONS INDEX

RULES, REGULATIONS & POLICIES OF C.L.V.C.A.

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Rules, Regulations and Policies of CLVCA

This should be kept with your CLVCA Gold Book. These are important, but are not a part of that book. Our Board has made these additions to it, to make the "Gold Book" more workable and understandable. Rules, Reg's. & Policies may be changed or added to by the Board from time to time, so, any later dated changes should be kept with this "Rules Book".

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Property Address 8325 E. Harry St, Unit 505 - Wichita, KS 67207

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of lead-based paint and/or lead-based paint hazards (*initial one*):

 SW

Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing; *or*

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(b) Records and Reports available to the Seller (*initial one*):

 SW

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing; *or*

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

BUYER'S ACKNOWLEDGMENT (please complete c, d, and e below)

 (c) Buyer has received copies of all information listed above, (*initial*)

 (d) Buyer has received the pamphlet *Protect Your Family from Lead Paint in Your Home*, (*initial*)

(e) Buyer has (*initial one*):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; *or*

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S/LICENSEE'S ACKNOWLEDGMENT (initial below)

 SW (f) Agent/Licensee has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 Shirley Postelma 6-4-19
Seller Date

Buyer Date

 [Signature] 6/4/19
Seller Date
 Agent/Licensee Date

Buyer Date
 Agent/Licensee Date



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 8325 E. Harry St, Unit 505 - Wichita, KS 67207

1. Any property within the *City of Wichita* with any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO X

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Shelli Roskelley

Owner

6-4-19

Date

Owner

Date

ADDENDUM _____
(Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:
8325 E. Harry St, Unit 505 - Wichita, KS 67207

The parties are advised to obtain expert advice in regard to any environmental concerns.

SELLER'S DISCLOSURE (please complete both a and b below)

- (a) Presence of groundwater contamination or other environmental concerns **(initial one)**:

SN

Seller has no knowledge of groundwater contamination or other environmental concerns; or

_____ Known groundwater contamination or other environmental concerns are:

- (b) Records and reports in possession of Seller **(initial one)**:

SN

Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or

_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

- (c) _____ Buyer has received copies of all information, if any, listed above. **(initial)**

CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

Walter Haselwood 6-4-19
Seller Date

Buyer Date

Seller Date

Buyer Date

This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations.

Zoning Map- SF-5 Single Family



*Sedgwick County...
working for you*

Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174
Tue Jun 4 09:31:28 GMT-0500 2019

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or to any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

Legend	
Flood Plain	
Base Flood Approximate	- -
Base Flood Elevations	—
0.2 Pct Annual Chance	0.2 Pct Annual Chance Flood Hazard
A	A
AE	AE
AE, FLOODWAY	AE, FLOODWAY
AE, FLOODWAY	AE, FLOODWAY
AH	AH
AO	AO
X - Area of Special Consideration	X - Area of Special Consideration
X	X
Area Not Included	Area Not Included

8325 E. Harry St, Unit 505, Wichita, KS 67207

Flood Map



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Tue Jun 4 00:31:28 GMT-0500 2019

8325 E. Harry St, Unit 505, Wichita, KS 67207

Aerial



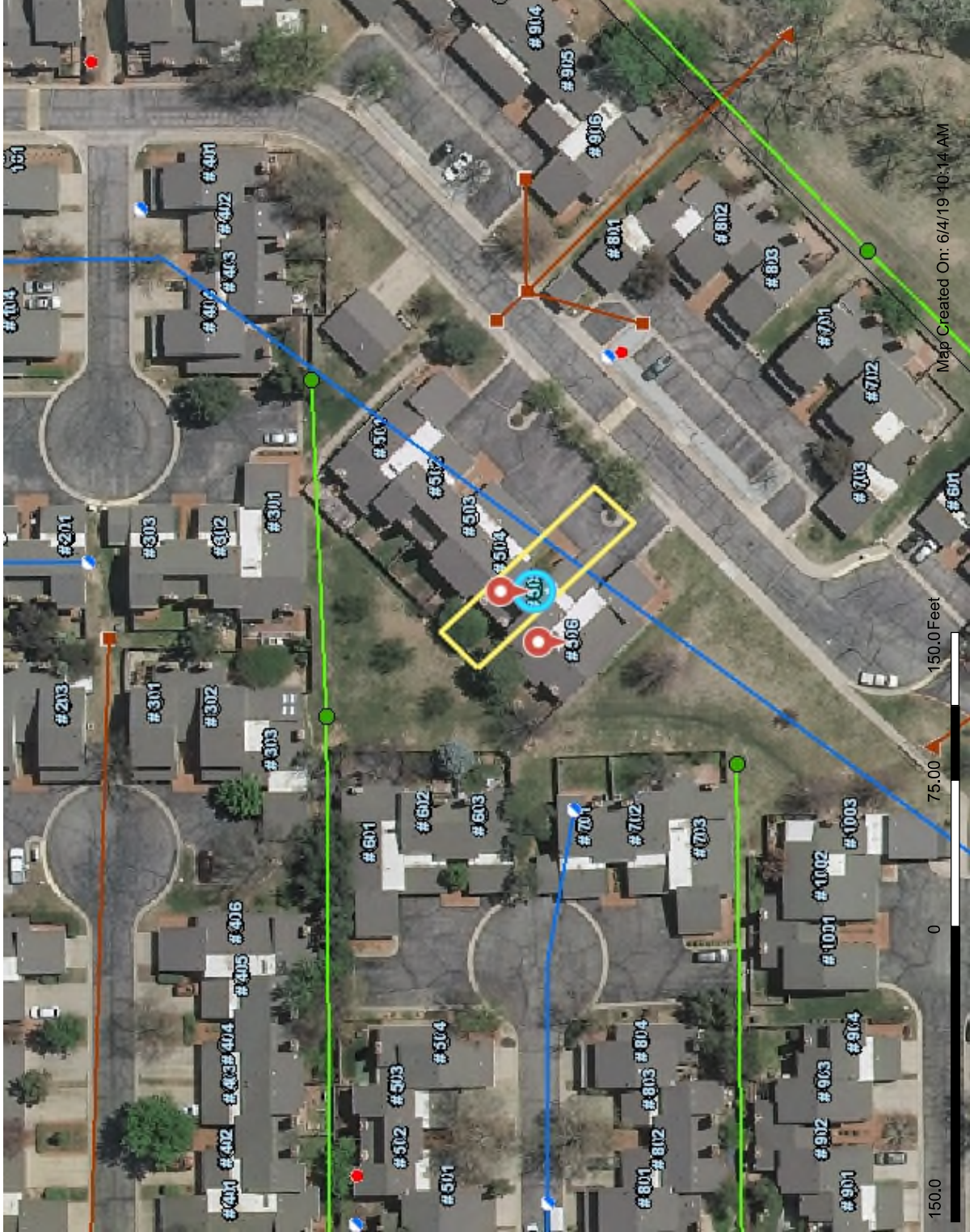
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8325 E. Harry St, Unit 505, Wichita, KS 67207 - Utility Map



Legend

- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
- Sewer Mains
- Storm Structures
- Manhole
- Inlet
- Outfall
- Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
- Open Channel Conduit
- Parcels

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 900

M/ 126



TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.

10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. To the extent permitted under applicable law, McCurdy has the right to establish all bidding increments.
17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

