

**SECOND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
APPLYING TO EL DORADO CARRIAGE HOUSE**

A special meeting of the El Dorado Carriage House Owners Association was held on the 23rd day of August, 2022. All members present were properly notified of such meeting and a majority of such members were present.

No owner has an FHA Mortgage.

The following amendments to the Covenants, Conditions and Restrictions as filed in Book 268 of Miscellaneous at page 229 of the Register of Deeds of Butler County, Kansas and the First Amendment thereto recorded in Book 1288 at page 70 of the Register of Deeds of Butler County, Kansas were made and approved.

Article 6 of the Covenants, Conditions and Restrictions shall provide as follows:

- a. Such property shall be used and occupied for residential purposes only.
- b. The property will be occupied by the owner only and will not be leased or rented.
- c. All owners must be 55 years or older
- d. A maximum of 2 people shall occupy the apartment

Paragraph 11 of the Covenants shall be amended to read as follows:

Any apartment owner desiring to sell his apartment shall give the Board of Directors at least 30 days written notice of the terms of contemplated sale, which notice shall specify the name and address of the proposed purchaser and the terms of such proposition, and the Board of Directors, in behalf of the association of apartment owners, shall have the option and exclusive right to purchase such apartment upon the same terms, which option shall be exercised, if at all, within 30 days after such notice is received. If said option is not so exercised, the apartment owner may, at the expiration of such period, contract to sell such apartment to the proposed purchaser named in such notice upon the terms specified therein; provided however, that the purchaser, shall be jointly and severally liable with the apartment owner for his share of any unpaid common expenses or other expenses attributable only to such apartment. This provision shall not apply to any sale held pursuant to a mortgage or lien foreclosure nor to any sale made by a mortgagee who acquires title by foreclosure or sale to any subsequent sale by the purchaser at such sale or such mortgagee who acquires the title as aforesaid, and their successors in interest.

Paragraph 8 of the Bylaws shall be amended to provide that written notice of the time and place of the annual meeting, together with an agenda of the items to be discussed, shall be posted in a prominent place within the premises at least 10 days prior to such meeting unless a waiver be obtained from any such member or members.

Paragraph 9 of the Bylaws shall be amended to provide that "Special Meetings" may be called upon 5 days written notice posted in a prominent place unless a waiver be obtained from any such member or members.

Paragraph 11 of the Bylaws shall be amended as follows:

The Board of Directors shall make all assessments for common expenses hereinafter mentioned on a monthly basis by billing each apartment owner for his percentage of the same based upon his ownership in the common areas and facilities, plus specific sums attributable to such apartment only, such billings to be made on the first day of each and every month, and to be based upon an estimation by the Board of Directors of what the total common expenses shall be for the ensuing month. Such assessment may be increased or decreased from time to time to allow for any adjustment in such common expenses. A maintenance fee will be assessed in addition to any home owner's association fees for each unit to establish a general expense fund. The assessment will be \$40 per month and non-refundable. The amount may be changed from time to time upon vote of a majority of the owners.

In all other respects, such Covenants, Conditions and Restrictions as originally recorded remain in full force and effect.

These amendments apply to the condominium building located on lots 47, 48, 49 and 50 on Central Avenue in Lower addition to the town now City of El Dorado or more specifically 16 apartments described as follows:

Apartment 2-A is located in the Northeast corner of the second floor of the building and consists of approximately 1,073 square feet and is divided into three rooms and a bathroom with vanity and an exterior balcony.

Apartment 2-B is located in the Southeast corner on the second floor of the building and consists of approximately 1,038 square feet and is divided into three rooms and a bathroom with vanity and an exterior balcony.

Apartment 2-C is located in the Northwest corner of the second floor of the building and consists of approximately 1,039 square feet and is divided into three rooms and a bathroom with vanity and an exterior balcony.

Apartment 2-D is located in the Southwest corner of the second floor of the building and consists of approximately 998 square feet which is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 3-A is located in the Northeast corner of the third floor of the building and consists of approximately 1,073 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 3-B is located in the Southeast corner of the third floor of the building and consists of approximately 1,038 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 3-C is located in the Northwest corner of the third floor of the building and consists of approximately 1,039 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 3-D is located in the Southwest corner of the third floor of the building and consists of approximately 998 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 4-A is located in the Northeast corner of the fourth floor of the building and consists of approximately 1,073 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 4-B is located in the Southeast corner of the fourth floor of the building and consists of approximately 1,038 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 4-C is located in the Northwest corner of the fourth floor of the building and consists of approximately 1,039 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 4-D is located in the Southwest corner of the fourth floor of the building and consists of approximately 998 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 5-A is located in the Northeast corner of the fifth floor of the building and consists of approximately 1,073 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 5-B is located in the Southeast corner of the fifth floor of the building and consists of approximately 1,038 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 5-C is located in the Northwest corner of the fifth floor of the building and consists of approximately 1,039 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

Apartment 5-D is located in the Southwest corner of the fifth floor of the building and consists of approximately 998 square feet and is divided into three rooms, a bathroom with vanity and an exterior balcony.

together with the respective individual interest of each apartment owner in the common areas of facilities.

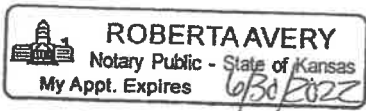
Rodney C. Norris
Rodney C. Norris, President
El Dorado Carriage House Owners Association

Judith Lilley
Judith Lilley, Secretary
El Dorado Carriage House Owners Association

STATE OF KANSAS)
)SS
COUNTY OF BUTLER)

On this 23rd day of September, 2022, before me the undersigned, a notary public, in and for Butler County, Kansas, personally appeared Rodney C. Norris, President of Carriage House Owners Association and Judith Lilley, Secretary of the Association, who are known to me to be such officers and who are personally known to me to be the same persons who executed the above instrument on behalf of the Association, and such persons duly acknowledge to the execution of the same to be the act and deed of said Association.

IN WITNESS, whereof, I have here unto set my hand and affixed my official seal the day and year above written.



Roberta Avery
Notary Public

(SEAL)