

ARTICLE V

THE ASSOCIATION

5.1 Powers, Duties and Rights.

A. The Association shall have the rights and powers as set forth in its Articles and Bylaws, together with its general powers as a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration.

B. The Board shall have the authority to assess fines and/or liquidated Damages for any violation of the provisions contained in the Declaration. Prior to assessing any fine the Board shall mail written notice to the last known to the Board concerning the noncompliant Owner. If the noncompliant Owner fails to cure the violation within fifteen (15) days following the mailing of such notice by the Board or if there is a reoccurrence of the violation during the fifteen (15) day period, then in addition to any other liability or obligation arising under the Declaration, the Board may assess a fine against the noncompliant Owner and his or her Lot in an amount determined by the Board to be appropriate in its discretion and until paid in full, the fine shall accrue interest at the rate of fifteen percent (15%) per annum, shall constitute a lien on the noncompliant Owner's Lot, and shall be subject to enforcement and foreclosure in the same manner as a special assessment as referenced in Article III of this Declaration.

C. The Board shall have the right to employ on behalf of the Association a Management Company as enforcement personnel (which personnel shall have the right to determine whether violations of rules and regulations have occurred).

5.2 Operations and Expenses. The Association shall establish such committees as may be provided for in its Bylaws, and the Board may engage accountants, legal counsel and other consultants as may be reasonably necessary for the discharge of its duties hereunder. The Board must obtain Developer's written consent prior to incurring any costs for such parties which are not included in the Approved Budget.

5.3 Taxes and Assessments. Each Owner shall be obligated to pay the taxes or assessments assessed against such Owner's Lot and personal property located there prior to delinquency.

5.4 Opposition To Zoning and Other Matters. The Board, any member thereof and the Members of the Association shall not express any opinion on behalf of the Board or the Association pertaining to any applications or requests concerning rezoning,

community unit plan approval and amendment, variances, or other land use activity relating to any land in the vicinity of the Property. This prohibition is necessary due to the fact that not all Board members or Members will have the same opinions concerning the applicable request or application. Nothing herein is intended to restrict any Member or member of the Board from expressing his or her personal opinions so long as they represent such opinions as their own personal opinion without indication that such opinions represent the opinion of the Association or the Board.

ARTICLE VI

EASEMENTS AND ACCESS CONTROL

6.1 Public Utility, Floodway and Drainage Easements Dedicated. Easements for the installation and maintenance of all public utilities and for floodway and drainage on Lots are dedicated as shown on the recorded plat of the Property.

6.2 Some Easements Not Shown on Plat. Owners should not rely on the plat of the Property to determine the location of utility or other easements or rights-of-way. Such easements or rights-of-way are often created by separate instruments not shown on the plat and are disclosed on each Owner's title insurance policy.

6.3 Easements in Favor of Developer and Association. Developers specifically reserved unto itself, its successors and assigns, and for the Association, in connection the use, operation, construction of improvements and amenities, and maintenance of the portions of arterial street rights-of-ways, as provided herein and improvements thereon or therein, a perpetual, nonexclusive easement and right-of-way of the Lots and such street rights-of-way, for the purpose of construction, maintaining, moving, repairing, replacing and rebuilding, including water lines, water wells, electric meters and lines, underground pipelines, drains and/or mains for the purpose of transporting gas, water, sewage and electricity over, across and through such Lots together with the right to excavate and level ditches and/or trenches for the location of said wells, lines, pipes, drains and/or mains. Additionally, Developer specifically reserves unto itself, its successors and assigns, and for the Association, a perpetual, non-exclusive easement and right-of-way to enter upon any Lot as reasonably necessary in order to construct, install, erect, maintain, improve, repair and/or replace any entrance treatment, fence, wall, walkway, water wells, electric meters and lines associated therewith, or any signage pertaining to or serving the residential development within any wall, utility and/or drainage easement, drainage reserves, sign easements and Monuments shown on the current or any future plat of the Property or instrument duly recorded, or located on a Lot but, due to oversight, not actually located in the appropriate easement area. Developer may have installed a sign advertising the residential development on Lot. Developer, its successors and assigns, hereby retain an easement for the placement, and replacement, of any such advertising signage at any location until all Lots have been sold by Developer or its successors and assigns.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE: ACC

7.1 Committee. The ACC shall have responsibility for the review, approval or disapproval of all matters pertaining to the construction and completion of the initial residence and related Structures on each Lot. The ACC shall also review, approve or disapprove all specifications, plans and other matters pertaining to fencing; drainage; and (on a Lot-by-Lot basis) following completion of the initial residence and related Structures on a Lot, all specifications, plans and other matters for remodeling the initial residence and related Structures, including landscaping, and any additional new Structures to be constructed on such Lot.

7.2 Membership. The original member of the ACC shall be the Developer. If the Developer, upon written notice to the Association, relinquishes its rights to be the sole member of the ACC, thereafter the ACC shall be comprised of up to three (3) persons designated by the Board. The decision of a majority of the ACC members shall be binding, provided, the ACC may delegate its rights and responsibilities hereunder to one or more of its members from time-to-time. The Developer, at his sole discretion may contract with a third-party management company to act as ACC, or in the event Developer desires to remove any member, Developer shall appoint a successor. Successors to the ACC must be elected by the Board. If any ACC members fail to serve on said committee, the remaining committee members may appoint a successor. The term for each committee member shall be indefinite. Members of said ACC shall serve without compensation.

7.3 Approval Required of Plans and Specifications. Except as otherwise specifically provided in this Declaration, prior to construction of the initial residence and related Structures on a Lot, no Structures shall be commenced, erected, placed, moved on or permitted to remain on such Lot, unless plans and specifications, grading elevations, square footage, exterior materials, exterior lighting, location, general landscaping plans, and exterior color scheme, therefore shall have been submitted to and approved in writing by the ACC. Subsequent to construction and completion of the initial residence and related Structures on a Lot, no existing Structure upon any Lot may be remodeled or altered in any manner which materially changes the exterior appearance thereof (including exterior color scheme) or Lot drainage and grading plan, nor shall any new Structure be placed on such Lot, unless plans therefore shall have been submitted and approved in writing by the ACC.

The plans and specifications shall be in such form and shall contain such information as may be required by the ACC, including, as requested by such committee, (i) a site plan of the Lot or Lots, showing the nature, exterior color scheme, kind, shape, size, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side setbacks) of all Structures, the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a finished grading plan for the

Lot in accordance with the cross lot drainage agreement for the Property. Should after submittal of grading plan, the developer's engineering firm require minimum pad elevations to improve drainage, such plan and changes will be at the Owner's expense. Plans and specifications shall be deemed to be submitted to the ACC at such time as the Owner requesting such approval shall deliver the same to a member of such committee and shall have obtained a written receipt from such member acknowledging receipt of the same. The ACC shall be deemed to have approved plans and specifications for which an Owner shall have requested approval if it has not notified such Owners of disapproval or the need for additional time for consideration within thirty (30) days following Owner's submittal to such committee. No approval of the ACC shall be deemed or implied to have been given hereunder; actual written approval from such committee is required.

7.4 Decision Final. Whatever shall be the decision of the ACC hereunder, its decision shall be final and conclusive. At his sole discretion, only the Developer, as long as he owns a lot, may override a decision by the ACC.

7.5 Right of Inspection. Representatives of the Board or ACC or any of its agents thereof may, at any reasonable time or time, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof, and neither the ACC, the Association, now any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

7.6 Rules and Statements of Policy. The ACC may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of such architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the ACC at any time, and no inclusion in, omission from, or amendment of any such rules or statements shall be deemed to bind the ACC to approve or disapprove any feature or matter subject to approval or to waive the exercise of the ACC discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter; provided, that (i) the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and used of the Lot in question.

7.7 Violation. If any Structure shall be constructed, remodeled, altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article VII, such construction, remodeling alteration, erection, maintenance, placement or use shall be deemed to have been undertaken in violation of this Article VII and without the approval required herein, and, upon written notice from the Association, any such Structures so constructed, remodeled, altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation. If, fifteen (15) days after the notice of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the violation, the Association, after approval by a two-thirds (2/3) decision of the Board, shall have the right, through its agents, contractors and representatives to enter upon such Lot and take such steps as may be necessary to extinguish such violation, and such Owner shall pay the Association for the cost thereof, together with an additional amount equal to twenty percent (20%) of such cost, within ten (10) days following demand thereof, which payment shall be a binding personal obligation on such Owner, and the Board may establish a special assessment and lien on such Lot for such costs and charge, together with interest thereon at the rate specified in Section 3.9 above, on such Lot for the cost thereof and enforce the same as provided in Article III hereof. The lien established as a result of this Section shall be superior to all liens and encumbrances which may thereafter arise, excepting liens for taxes and other public charges which are by applicable law made superior.

7.8 No Liability. Neither the ACC, the Developer, the Association, the Board, nor any office, director member, representative, designee, agent or employee thereof, shall be personally liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any mistake in judgment, negligence, nonfeasance, performance or nonperformance of any duties, the approval, disapproval or failures to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions pursuant to this Declaration, guidelines or the Association's Articles or Bylaws, responsibilities or functions under this Declaration, including, but not limited to, this Article and Section 4.20 hereof, or for any defect in any Structure constructed from any approved plans and specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Developer, the Association, the ACC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any of the aforesaid damages and hereby releases, quitclaims, and covenants not to sue for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, nonfeasance, performance, nonperformance, approval, disapproval or failure to approve and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE VIII

NOTICE OF POSSIBLE SPECIAL ASSESSMENTS

Notice is hereby given to each purchaser of a Lot that special assessments may be spread by Sedgwick County, Kansas, to Lots in the future, due to the installations of arterial streets, residential streets, lakes, ponds, sanitary and storm sewers, sidewalks, etc. Additionally, from time to time, the Lots may become subject to special assessment by reason of work performed by Sedgwick County to major arterial streets in the vicinity of the Property.

ARTICLE IX

MISCELLANEOUS

9.1 Provisions Binding on Grantees. The Association and each grantee hereafter of any part or portion of the Property covered by this Declaration, and any purchaser under any grant, contract of sale or lease covering any part or portion of such Property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction rights and powers of the Association and Developer provided for in this Declaration.

9.2 Interpretations of Restrictions. In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, conveniences and general welfare of the Owners. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the construction, use or occupancy of buildings or Lot; it is not the intention of this Declaration to interfere with or abrogate or annual easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the construction, use or occupancy of any residence site or upon the construction of buildings or Structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

9.3 Assignment of Powers. Any and all rights and powers of Developer provided for in this Declaration and any modification or amendment hereof may be delegated, transferred, assigned, conveyed or released by Developer to any third party and/or to the Association. The Developer's assignee shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and the extent stated therein. Upon the effective date of such assignment, the assigning party

shall be released of any and all liabilities of whatever nature arising out of acts or omissions subsequent to the effective date of the assignment.

9.4 Construction and Validity of Restrictions. All of the restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, are invalid or for any reason become unenforceable, no other restrictions, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

9.5 Waiver and Exceptions. The failure by the Association, Developer, and Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

9.6 Titles. All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

9.7 Singular and Plural; Masculine and Feminine. The singular shall include the plural and the plural singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

9.8 Successors-in-Interest. Reference herein to either the Association or Developer shall include its respective successor, and each such successor shall succeed to the rights, powers and authority hereunder of its predecessor, whether by appointment or otherwise.

9.9 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, Developer, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date hereof, after which time the covenants, conditions and restrictions hereof shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by Owners of not less than seventy-five percent (75%) of the Lots, has been recorded, agreeing to abolish or change these covenants, conditions and restrictions, in whole or in part.

9.10 Amendments. Amendments including waivers, modifications, alterations, removals, changes and additions hereto to this Declaration may be made by Developer, or its successors and assigns, in its sole discretion, from time to time, so long as Developer (or its successors and assigns) retains ownership of any of the Lots within the Property. Following the date Developer, its successors and assigns, no longer owns any

of the Lots, any provisions contained in this Declaration may be amended, repealed, or additional provisions added to this Declaration, as follows:

- A. Notice. Notice of the subject matter of the proposal amendment shall be included in a notice to the Owners of a meeting of the Association, at which the proposed amendment shall be considered.

- B. Resolution. A resolution adopting a proposal amendment may be proposed by the Board or Developer. Unless otherwise specified in this Declaration, any proposed amendment must be approved by the Owners casting not less than two-thirds (2/3) of the aggregate number of votes cast by the Owners present at such meeting. Such votes may be cast in person or by proxy as provided for herein and in the Bylaws of the Association.

A copy of each amendment provided for in this Section shall be filed of record in the Register of Deeds of the County in which the Property is located. With respect to amendments following the date the Developer no longer owns any of the Lots, the Secretary of the Association shall file a certificate along with such amendment, certifying that the meeting at which the vote was taken was either the annual meeting of the Association or a special meeting of the Association, duly called in accordance with the Bylaws of the Association, and that the proper number of votes approving the amendment was obtained. Such certificate will be filed as part of or with such amendment.

Notwithstanding the foregoing, so long as Developer, or any assignee thereof, owns one (1) Lot, any such amendment (including, but not limited to, those modifying any "Construction Requirements" contained in Section 4.2 above) shall require the written consent of Developer in order to be effective. No amendment by the Owners materially impairing the rights of any mortgage shall be binding on such mortgage unless consented to in writing by such mortgagee.

9.11 Mortgage Protection Clause. No breach of the covenants, conditions or restriction herein contained, nor the enforcements of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon an effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.

9.12 Enforcement and Arbitration.

- A. The covenants set forth herein shall run with the land and bind each Owner, its successors and assigns, and all parties claiming by through or under each Owner, and shall be taken to hold, agree and covenant by the Owner of each Lot, its successors and assigns, to conform and observe this Declaration and each and every term and condition hereof (but no restrictions herein set forth shall be personally binding upon any

corporation, person or person, except in respect to breaches committed during the terms of its, his or their ownership of a Lot).

B. The Developer, the Owner or Owners of any of the Property and the Association shall have the right to seek enforcement of and/or to prevent the breach of the terms and conditions set forth herein and any rules or regulations established as permitted herein. Any action relating to any rights and obligations arising under, or in connection with, (a) this Declaration, including, but not limited to, an action to seek enforcement of and/or to prevent the breach of any of the covenants and restrictions contained herein, (b) pertaining to a Lot or the condition thereof, and (c) any claim asserted by the Association, and Owner or Owners, former Owner(s), and contract purchasers, against Developer for any reason and/or any real estate broker, agent or sales person participating in the sale of a Lot, shall be resolved solely and exclusively by arbitration in accordance with the American Arbitration Association (AAA) Rules, as modified from time to time, in accordance with the procedure set out below. However, the provisions of this Section 9.12 shall not either prevent a party from obtaining a temporary injunction (whether prohibitive or mandatory) from a court of general jurisdiction pending designation of the arbitrators, from, foreclosure or enforcement of any liens established pursuant to this Declaration or from enforcement of any order or decision of the arbitrators as provided herein. The arbitrator will be selected in accordance with AAA procedures. After the arbitrators have been selected and accepted such appointment, any temporary injunction order by the court of general jurisdiction shall be dissolved, and the arbitrators shall have exclusive power to resolve the subject matter of such injunction. The arbitration procedure is as follows:

- i. The arbitrator so selected must be at least thirty-five (35) years old; may not be an Owner or occupant of a Lot; and shall have a minimum of five (5) years of experience in the residential real estate business, as either a sales agent, a residential developer or home builder.
- ii. The arbitrator may grant any remedy or relief the arbitrators deem just and equitable (including the granting of temporary or permanent injunction, whether prohibitive or mandatory) and within the scope of the agreement of the parties. The arbitrators shall specifically have the power to order equitable relief, including, but not limited to, injunctions or specific performance. The award resulting from any arbitration hereunder shall be final and binding on the parties and judgment may be entered on the award and shall be enforced in accordance with the laws of the State of Kansas. If as part of any award any party is ordered to pay

another party money, the amount to be so paid shall accrue interest at the rate of fifteen percent (15%) per annum from fifteen (15) days following the date of the award until the same is paid in full.

- iii. The losing party in any such arbitration proceeding, as determined by the arbitrators, shall pay the prevailing party's costs and expenses of such arbitration, including, without limitation, reasonable attorneys' fees and costs. If no party is determined to have prevailed in such arbitration proceedings, then each party shall pay the fees and expenses of the other arbitrator and all other expenses of the arbitration shall be borne equally by the parties, and each party shall bear the expense of his own counsel, experts, and preparation and presentation of proof and the costs and expenses related thereto.

9.13 Exclusion of Applicability. The Developer and its assigns shall have the power at any time to waive any or all of the restrictions or covenants contained herein as to the Lots which are unimproved and under its ownership or the ownership of its assigns or licensed residential construction contractors at the time of such waiver. The Developer specifically reserves the right to carry on its business in the Property, so long as it owns a Lot, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessarily convenient for the business of Developer.

9.14 Subdivision Disclosure and Purchaser Acknowledgement. Developer has prepared a Subdivision Disclosure and Purchaser Acknowledgement, concerning Glaser 2nd Addition ("Disclosure"), which discloses important information concerning the Property. The Disclosure is subject to change from time to time by the Developer or the Association. At the time any Owner transfer legal title to a Lot, such Owner shall, as part of the transactions, cause its transferee to execute the Disclosure and return the same to the Developer or the Association.

9.15 Twin Homes; Multifamily; Commercial And/Or Industrial Development; Opposition To Zoning and Other Matters. Each Owner is hereby advised that real property in the vicinity of the Property may be developed and operated for twin homes, apartments and other multifamily, commercial, office or industrial purposes or purposes other than single family Residences. Each Owner is responsible to inform themselves concerning the possibility of such development or uses on any such real property. Developer does not have any responsibility to advise the Owners or the Association concerning any actual or proposed zoning or other land use proceedings relating to any real property located within or outside of the Property. The Board, any members thereof and the Members of the Association shall not express any opinion on behalf of the Board or the Association pertaining to any applications or requests concerning rezoning, community unit plan approval or amendment, variances, or other land use activity relating to any land in the vicinity of the Property. This prohibition is necessary

due to the fact that not all Board members or Members will have the same opinions concerning the applicable request or application. Nothing herein is intended to restrict any Member or member of the Board from expressing his or her personal opinions so long as they represent such opinions as their own personal opinion without indication that such opinion represents the opinion of the Association or the Board.

9.16 Information Concerning Zoning and Land Use. Information concerning the zoning status and land use alternatives applicable to the Property and any other real estate in the vicinity of the Property may be obtained from the Metropolitan Area Planning Department in Wichita, Kansas. Each Owner must independently obtain any and all information such Owner desires regarding such zoning and potential land use alternatives, including development of commercial, office, apartment or other multifamily uses within the Property or the vicinity thereof.

9.17 Limitation of Liability.

A. Notwithstanding anything to the contrary contained herein, it is expressly agreed that neither the Developer (including without limitation any assignee of the interest of Developer hereunder) nor any member in the Developer (or any assignee) or any officer, employee, or consultant of Developer shall have any personal liability to the Association or any Owner or other person or entity, arising under, in connection with, or resulting from (including, without limitations) any action or failure to act with respect to this Declaration, the Articles or Bylaws, the rules of the Association, the design guidelines of the ACC, or for any action taken, or not taken, pursuant to authority granted Developer, thereunder or with respect thereto. To the fullest extent permitted by law, neither the Developer, its members, the Association, the officers, employees, consultants or directors thereof or any ACC member, nor any other members of committees of the Association, shall be liable to the Association or any Owner or other person or entity for damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval or plans and specifications (whether or not defective), course of action, inaction, omission, negligence or the like made in good faith and which the Developer or the Association, any member, director, officer, consultant or employee thereof, or member of any committee is reasonably believed within the scope of his duties.

B. TO THE EXTENT ALLOWED BY LAW AND EQUITY, NEITHER THE DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY HEREUNDER TO ANY OWNER, FORMER OWNER OR PROSPECTIVE OWNER FOR CONSEQUENTIAL, ECONOMIC LOSSES, PUNITIVE, OR SPECIAL DAMAGES IN ANY EVENT.

9.18 Waiver of Jury. A trial by jury is hereby irrevocably waived for any action, proceeding or counterclaim brought by any person or entity against Developer, the

Board or the Association on any matter arising out of or in any way connected with this Declaration and/or the Lot or any condition or circumstance related thereto.

IN WITNESS THEREOF, Developer has executed this Declaration the day and year first written.

Developer
GJI Properties, LLC
By: Garrett Glaser, Member

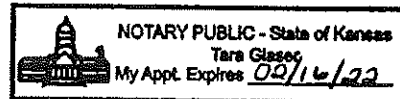
By: *Garrett Glaser, member*
Garrett Glaser, Member

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 16th day of March, 2021, before me a Notary Public in and for the County and State aforesaid, came *Garrett Glaser, member* of GJI Properties, LLC, a Kansas limited liability company, personally known to me to be the same person who executed as such the within instrument on behalf of said limited liability company by authority of its members, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

My appointment expires: *02/16/2022*



Sara Glaser
NOTARY PUBLIC