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COTTAGES AT DAYTON CREEK
DECLARATION OF RESTRICTIONS

THIS DECLARATION is made as of September 9, 2019, by PV Investments, LLC, a Kansas limited liability company (the "Developer"), and Ashlar Homes, LLC, a Missouri limited liability company ("Ashlar").

WITNESSETH:

WHEREAS, the Developer has caused to be executed and filed with the Office of Records and Tax Administration of Johnson County, Kansas a plat of the subdivision known as "Dayton Creek, Fourth Plat", which plat includes the following described lots and tracts:

> All of Lots 112 through 159, DAYTON CREEK, FOURTH PLAT, a subdivision of land in Spring Hill, Johnson County, Kansas, according to the recorded plat thereof;

WHEREAS, the Developer, as the present owner of lots 113-159 and developer of the above-described property, and Ashlar as the present owner of lot 112, desire to place certain restrictions on such lots to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, and all of said restrictions shall be for the use and benefit of the Developer, Ashlar, and their future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, the Developer and Ashlar, for themselves and for their successors and assigns, and for their future grantees, hereby agree and declare that all of the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definitions. For purposes of this Declaration, the following definitions shall apply:

(a) "Approving Party" means (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Homes Association (or with respect to Exterior Structures and other matters assigned to it, the Architectural Committee).

(b) "Architectural Committee" means: (i) prior to the Turnover Date, the Developer (or its designees from time to time); and (ii) on and after the Turnover Date, a committee comprised of at least three members of the Homes Association (at least one of whom resides in the Subdivision), all of whom shall be appointed by and serve at the pleasure of the Board (subject to the term limitations and other provisions of Section 14 below).

(c) "Board" means the Board of Directors of the Homes Association.

(d) "Certificate of Substantial Completion" means a certificate executed, acknowledged and recorded by the Developer stating that all or, at the Developer's discretion, substantially all of the Lots in the Subdivision (as then composed or contemplated by the Developer) have been sold by the Developer or the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion or similar instrument in lieu thereof in its absolute discretion at any time and for any limited purpose hereunder. The execution or recording of a Certificate of Substantial Completion shall not, by itself, constitute an assignment of any of the Developer's rights to the Homes Association or any other person or entity.

(e) "City" means the City of Spring Hill, Kansas.

(f) "Common Areas" means those areas determined by the Developer, in its sole discretion, to be common areas and may include: (i) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto, in the Subdivision, (ii) all landscape easements that may be granted to the Developer and/or the Homes Association, for the use, benefit and enjoyment of all owners within the Subdivision, (iii) any community swimming pool, cabana, and other recreational facilities, and (iv) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the owners within the Subdivision, whether or not any "Common Area" is located on any Lot.

(g) "Developer" means PV Investments, LLC, a Kansas limited liability company, and its successors and assigns.

(h) "Exterior Structure" means any non-prohibited structure that is erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck or patio and its enclosure, gazebo, fence, patio wall, rock wall, landscape wall, privacy screen, boundary wall, below-ground swimming pool, hot tub, pond, basketball goal, swing set, trampoline, sand box,

playhouse, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard decor.

(i) "Homes Association" means the Kansas not-for-profit corporation to be formed by or for the Developer for the purpose of serving as the homes association for the Subdivision.

(j) "Lot" means any lot as shown as a separate lot on any recorded plat of all or part of the Subdivision; provided, however, that if an Owner, other than the Developer, owns adjacent lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot."

(k) "Master Association" means Dayton Creek Homes Association, Inc., a Kanas non-profit corporation.

(l) "Owner" means the record owner(s) of title to any Lot, including the Developer, and for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(m) "Subdivision" means all of the above-described lots in Dayton Creek, Fourth Plat, which is commonly known as the Cottages at Dayton Creek, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.

(n) "Turnover Date" means the earlier of: (i) the date as of which 90% of all of the Lots in the Subdivision (as then composed or contemplated by the Developer) have been sold by the Developer, or (ii) the date the Developer, in its absolute discretion, selects as the Turnover Date under this Declaration.

2. Use of Land. Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than single family, private residential purposes. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for human habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from using temporary buildings or structures or any residence or clubhouse or any building that is part of the Common Areas for model, office, sales or storage purposes during the development and build out of the Subdivision.

3. Building Material Requirements.

(a) Exterior walls of all residences and all appurtenances thereto shall be of masonry (including, stucco, brick or stone), wood shingles, or any other materials specifically approved by the Developer in writing; *provided, however*, no exterior front walls shall be covered with materials commonly known as sheet goods that when

installed have uncovered seams or seams covered with batts, such as, without limitation, 4 feet by 8 feet panels, and no exterior front, side, or rear walls will be covered with batt and board or T-111 siding; *provided further, however,* that tongue and groove woodsman siding, "Smart" siding (or equivalent), and vinyl siding (on the sides and rear only) may be permitted by the Developer. At least 25% of the front façade of each home, excluding garage doors, shall be made of masonry materials, unless the Developer approves a lesser amount. Concrete blocks shall not be permitted as an exterior finished surface. All windows shall be constructed of glass, wood, metal or vinyl clad and wood laminate, or any combination thereof; provided, however, that no silver colored windows shall be allowed. All exterior doors and louvers shall be constructed of wood, metal or vinyl clad and wood laminate, colored metal (other than silver) and glass, or any combination thereof. Roofs may be covered with asphalt composite shingles or other higher quality and comparable looking material, with the specific written approval of the Architectural Committee in its absolute discretion. Metal gutters and downspouts shall be painted a color that is complementary to the color of the trim and color of any stucco or siding. All exterior paint colors shall be neutral, earth-tone colors. Notwithstanding the foregoing provisions of this Section 3 requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the Architectural Committee in its absolute discretion, shall be acceptable upon written approval by the Architectural Committee in its absolute discretion.

(b) All applicable exterior components (excluding roofs, brick, stone, and similar components) shall be covered with a workmanlike finish of two coats of high quality paint (which may include a primer coat) or stain. No residence or Exterior Structure shall stand with its exterior in any unfinished condition for longer than twelve months after commencement of construction. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the residence or covered with siding compatible with the structure.

(c) No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence and must be adequately screened if in the side yard. No window air conditioning or heating units shall be permitted.

(d) Chimneys on exterior walls may not be cantilevered and must have a foundation wall underneath. No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues in chimneys shall be capped with a black or color-conforming metal rain cap.

(e) All residences shall have a house number plate, which shall be affixed to the residence and visible from the adjoining street.

(f) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. Crushed gravel, asphalt and natural driveways and sidewalks are prohibited. No driveway shall be constructed in a manner as to permit access to a street across a real property line.

(g) All residences shall have at least a two-car garage. No carports are permitted.

(h) Each Owner, at his expense, shall cause the residence on the Lot to be connected to the public sanitary sewer system within one year after being notified by the City that sanitary sewer service is available within 200 feet of the Lot.

(i) The Developer, in its discretion, may allow variances from the foregoing requirements of this Section.

4. Minimum Floor Area; Lot Splits.

(a) No residence shall be constructed upon any Lot unless it has a total finished floor area of at least: 1,100 square feet for a ranch style residence with at least 1,000 square feet on the main floor (excluding a so-called reverse one and one-half story); and 1,500 square feet for a reverse one and one-half story with at least 1,000 square feet on the main floor. A "reverse one and one-half story" is a ranch style residence with a basement finished comparable in quality to the main floor with at least one bedroom and bathroom in the basement. Finished floor area shall exclude any finished attics, garages, basements (other than in a reverse one and one-half story residence) and similar habitable areas. Developer, in its sole discretion, may allow a variance from the minimum square footage requirement.

(b) No Lots shall be split without the prior written consent of the Developer and, if the resulting Lot is less than two acres, without replatting in accordance with City requirements.

5. Approval of Plans; Post-Construction Changes; Grading.

(a) Notwithstanding compliance with the provisions of Sections 3 and 4 above, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans, and exterior color scheme have been submitted to and approved in writing by the Developer or, in the case of Exterior Structures to the extent provided in Section 8 below, the Architectural Committee. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the Developer or the Architectural Committee, as the case may be. All building plans and plot plans shall be designed to minimize the removal of existing trees and shall designate those trees to be removed.

(b) Following the completion of construction of any residence or Exterior Structure, no significant landscaping change, significant exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same

materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Architectural Committee.

(c) All final grading of each Lot shall be in accordance with the master grading plan approved by the City, any related grading plan furnished by the Developer for the development phase containing the Lot and any specific site grading plan for the Lot approved by the Developer. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading of any Lot shall be made without the prior written approval of the Approving Party and, if necessary, the City. The Approving Party shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan or any approved lot grading plan or for the Approving Party not requiring a lot grading plan and compliance therewith. The Approving Party does not represent or guarantee to any Owner or other person that any grading plan for the Lots that the Approving Party may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other person's satisfaction.

(d) During the construction of the residence and improvements on such Lot, the Owner, at its expense, shall install and properly maintain, until the Lot is completely sodded, hay bales, fencing and such other erosion and silt control devices, as are necessary to prevent stormwater runoff from the Lot that deposits silt or other debris onto adjacent Lots, Common Areas and streets. In connection therewith, the Owner shall comply with all Federal, state and local governmental laws, regulations and requirements, with all applicable permits, and with all requirements imposed by Developer, including, without limitation, preparation of inspection reports, and the Owner shall be responsible for any and all governmental fines and assessments that may be levied or assessed as a result of a failure of the Owner to so comply.

(e) All site preparation, including, but not limited to, tree removal, excavation, grading, rock excavation/removal, hauling, and piering, etc., shall be at the sole expense of the Owner or builder. All removed trees and excavated rock, etc., shall be removed from the Subdivision and shall not be spoiled within the Subdivision, except as expressly approved by the Developer. All excess dirt shall be spoiled within the Subdivision or other location as directed by the Developer and no dirt shall be removed from the Subdivision, except as expressly approved by the Developer.

(f) All building plans and plot plans shall be designed to minimize the removal of existing trees and shall designate those trees of two (2) inches or more caliper (as measured two (2) feet above the ground) to be removed.

(g) Approval of plans or specifications by the Developer, or any other Approving Party is not, and shall not be deemed to be, a representation or warranty that such plans or specifications comply with good engineering/architectural practices or any governmental requirements.

(h) Each Owner acknowledges that neither the sale of a Lot by the Developer to a particular builder nor the inclusion of a particular builder on a list of builders building in the area or on a list of approved builders constitutes a representation, endorsement or guaranty by the Developer or any real estate broker/salesperson of the financial stability, qualifications, work or any other matter relating to such builder. Neither the Developer nor any real estate broker/salesperson guarantees or warrants the obligations or construction by any builder.

6. Set Backs. No residence, or any part thereof (exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections), or Exterior Structure, or any part thereof, shall be nearer the street line than the building set back lines shown on the recorded plat for such Lot; provided, however, that the Approving Party shall have (i) the right to decrease, from time to time and in its absolute discretion, the setback lines for a specific Lot, to the extent they are greater than the minimum setbacks required by the City, by filing an appropriate instrument in writing in the office of the Office of Records and Tax Administration of Johnson County, Kansas, and (ii) the right to increase, in its discretion, the setback lines for a specific Lot(s).

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence on a Lot shall be commenced within six (6) months following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within twelve (12) months after such commencement. In the event such construction is not commenced within such six-month period (or extension thereof, if any), the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from such purchaser at 80% of its original sale price. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, insurance, interest, or other expenses paid or incurred by or for such Owner and all taxes and installments of special assessments shall be prorated between the Developer and the Owner as of the closing of the repurchase by Developer.

8. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) strictly in accordance with and pursuant to the prior written approval of the Architectural Committee as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior color scheme and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration; provided, however, that the approval of the Architectural Committee shall not be required for (i) any Exterior Structure erected by or at the request of the Developer or (ii) any Exterior Structure that (A) has been specifically approved by the Developer prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Developer and (B) has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Owner to install or maintain any specific Exterior Structures, and the Approving Party, in

its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Exterior Structure notwithstanding such otherwise compliance.

(b)

(i) Lots in the Subdivision not listed in the preceding sentence may have fences or privacy screens in the specific styles and colors approved by the Developer. All fences and privacy screens shall be constructed with the finished side out. All fences and privacy screens shall be constructed only of the specific materials and in the specific styles approved by the Developer as provided above. All fences must be black wrought iron, black powder coated steel or equivalent in one of two approved fence styles and must follow property lines (unless lot configuration, property easements, lot size or building code setback restricts or prevents following property lines). No wood, chain link or similar fence shall be permitted. Each fence gate must be at least 54 inches in width. Unless and until otherwise specifically approved in writing by the Developer, (A) no fence, boundary wall or privacy screen shall exceed four feet in height, unless the City's ordinances require a taller fence, boundary wall, or privacy screen in the case of pools, hot tubs, etc., (B) no fence, boundary wall or privacy screen shall be constructed or maintained on any Lot nearer to the street than the rear corners (as defined by the Approving Party) of the residence, (C) no fence shall be constructed or maintained within any landscape or drainage easement or on any Lot more than one foot from the property line of the Lot, except to the extent necessary for such fence to abut the residence and except for fences around swimming pools, hot tubs and patio areas, (D) all fences (except for fences around pools, and privacy screens around hot tubs and patio areas) must be joined to or abutting any previously existing fences on adjacent Lots, and (E) all perimeter fences shall run with the final grade of the Lot.

(ii) All basketball goals shall be free standing and not attached to the residence unless the Architectural Committee determines that there are compelling reasons for the basketball goal to be attached to the residence. Portable basketball goals will not be permitted. All backboards shall be transparent and all poles shall be a neutral color. There shall be only one basketball goal per Lot. The Board shall have the right to establish reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the Lots and the Owners.

(iii) All recreational or play structures must be approved in advance by the Approving Party and (if allowed) (A) shall be predominantly wood and made of materials approved in writing by the Approving Party, (B) (other than basketball goals) shall be located behind the rear corners (as determined by the Approving Party) of the residence and (C) (other than basketball goals) shall be located at least 10 feet from each side boundary and 10 feet from the rear boundary of the Lot.

(iv) No above-ground type swimming pools shall be permitted. All pools shall be fenced and all hot tubs shall be naturally screened (not fenced) or

otherwise adequately screened, all in accordance with the other provisions of the Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(v) The following Exterior Structures shall be prohibited: dog houses, animal runs, tennis courts, sport courts, paddle tennis courts, metal swing sets, jungle gyms, tree houses, free-standing flag poles, sheds, barns, storage containers, detached greenhouses and other detached outbuildings.

(vi) No Exterior Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

(c) No fence, boundary wall or other Exterior Structure installed by or for the Approving Party anywhere in the Subdivision may be removed or altered by any Owner or other person without the prior written consent of the Approving Party.

9. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner or occupant from maintaining an office area or operating a home-business occupation in his residence in accordance with the applicable ordinances of the City so long as the residential character of the area is maintained. Home-businesses shall not generate traffic to the residence more than four times per month. Under no circumstances is any signage permitted in Common Areas or anywhere on the subject Lot advertising a home-business.

(b) No illegal, noxious or offensive activity shall be carried on with respect to any Lot; nor shall any grass clippings, trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area; nor shall anything be done which may be or become an annoyance or a nuisance to the Subdivision, or any part thereof. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(d) Overnight parking of motor vehicles, boats, trailers, or similar apparatus of any type or character in public streets, Common Areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only. Except as provided in subsection (f) below, no vehicle (other than an operable passenger automobile, passenger van or small truck), commercial truck or van, bus, boat, jet-ski, trailer, camper, mobile home, or similar apparatus shall be left or stored overnight on any Lot, except in an enclosed garage.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the Subdivision except during such limited time as such truck or vehicle is actually being used in the Subdivision during normal working hours for its specific purpose.

(f) Recreational motor vehicles of any type or character are prohibited except:

(i) When stored in an enclosed garage;

(ii) Temporary parking on the driveway for the purpose of loading and unloading (maximum of one overnight every 14 days); or

(iii) With prior written approval of the Approving Party.

(g) No television, radio, citizens' band, short wave or other antenna, satellite dish (other than as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Exterior Structure or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, the Architectural Committee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes may be installed with the prior written consent of the Approving Party. The Approving Party shall have the right to establish rules and regulations binding upon all of the Lots and specific requirements for each Lot, regarding the location, size, landscaping and other aesthetic aspects of such small satellite dishes so as to control the impact thereof on the Subdivision, and all parts thereof.

(h) No solar panels, windmills, or similar devices may be installed without the prior written consent of the Approving Party. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or any provision of the United States Constitution or the Kansas Constitution, the Approving Party shall have the right to establish rules and regulations regarding the location, size, and other aesthetic aspects of solar panels, windmills and similar devices so as to reasonably control the impact of such solar panels, windmills and similar devices on the Subdivision, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots.

(i) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard. Sculptures, bird baths, bird feeders, fountains, yard art, and similar decorative objects are allowed on the exterior of the residence or in the yard only with the specific written approval of the Approving Party.

(j) No lights or other illumination (other than street lights) shall be higher than the residence. Exterior holiday lights shall be permitted only between November 15

and January 31. Except for such holiday lights, all exterior lighting shall be white and not colored.

(k) No garage sales, estate sales, auctions, sample sales or similar activities shall be held within the Subdivision without the prior written consent of the Homes Association.

(l) No speaker, horn, whistle, siren, bell or other sound device, shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with rules specified by the Board.

(m) All residential service utilities shall be underground, except with the approval of the Developer.

(n) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted to remain in damaged condition for longer than twelve months.

(o) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any Lot. Storage shall be permitted under a deck provided such area is screened with materials and in the manner approved by the Approving Party as otherwise authorized herein.

(p) No outside or underground fuel storage tanks of any kind shall be permitted (except standard propane tanks for outdoor grills). No power generators of any kind shall be permitted except in the event of emergencies, which means power loss to the residence for a duration of eight (8) hours or more.

(q) No driveway shall be constructed in a manner as to permit access to a street across a rear lot line.

(r) Except for signs erected by or for the Developer or its approved realtor for the Subdivision, no sign, advertisement or billboard may be erected or maintained on any Lot except that:

(i) One sign not more than three feet high or three feet wide, not to exceed a total of six square feet, may be maintained offering the residence for sale or lease. For newly constructed homes offered for sale, only a realtor sign (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if a realtor is involved.

(ii) One garage sale sign not more than three feet high or three feet wide, not to exceed a total of six square feet, is permitted on the Lot when the sale is being held, provided such signs are removed within 24 hours after the close of the sale.

(iii) One political sign per candidate or issue not more than three feet high or three feet wide, not to exceed a total of six square feet, is permitted for up to three weeks before the election but must be removed within 24 hours after the election.

No signs offering a residence for lease or rent shall be allowed in the Subdivision. Without limiting the foregoing, no sign shall be permitted which (A) describes the condition of the residence or the Lot, (B) describes, maligns, or refers to the reputation, character or building practices of Developer, any builder, or any other Owner, or (C) discourages or otherwise impacts or attempts to impact a party's decision to acquire a Lot or residence in the Subdivision. In the event of a violation of the foregoing provisions, the Developer and/or the Association shall be entitled to remove any such offending sign, and in so doing, shall not be subjected to any liability for trespass, violation of constitutional or other rights, or otherwise. If these limitations on the use of signs, or any part thereof, are determined to be unlawful, the Board shall have the right to regulate the use of signs in a manner not in violation of law.

(s) No sign (other than community marketing signs approved by the Developer) shall be placed or maintained in any Common Area without the approval of the Approving Party.

(t) No trash, refuse, or garbage can or receptacle (other than construction dumpsters during construction) shall be placed on any Lot outside a residence, except after sundown of the day before or upon the day for regularly scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

(u) No residence or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than twelve month's duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, and similar services; or (ii) rental to roomers or boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. Each lease shall be in writing, shall require that the tenant and other occupants acknowledge the existence of this Declaration and agree to comply with all provisions of this Declaration, shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration or such rules and regulations shall be a default under the lease. In the event a tenant fails to comply with the terms of this Declaration or such rules and regulations, the Owner shall, if so directed by the Board, terminate the lease and evict the tenant. Prior to the commencement of the term of a lease, the Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Owner shall remain liable for all obligations under this Declaration with respect to the Lot and the improvements thereon and the use thereof and the Common Areas and the Owner shall cause the rented property to be maintained to the same general condition and standards as then prevailing for the Owner-occupied residences in the Subdivision.

(v) Each of the Developer and the Homes Association may enforce the foregoing restrictions and other provisions of this Declaration by establishing, levying and collecting fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the Owner's expense, or taking such other lawful actions as the Developer or the Homes Association, in its sole discretion, deems appropriate.

10. Animals. No animals of any kind shall be raised, bred, kept or maintained on any Lot except that dogs, cats and other common household pets may be raised, bred, kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance and (c) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Lot of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others.

11. Lawns, Landscaping and Gardens. Prior to occupancy, and in all events within eight months after commencement of construction of the residence, all lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times thereafter; provided, however, that the Owner of a Lot may leave or subsequently create a portion of the Lot as a natural area with the express written permission of the Approving Party. No lawn shall be planted with zoysia or buffalo grass. Prior to occupancy, and in all events within eight months following commencement of construction of the residence, the Owner thereof shall have installed landscaping costing in excess of $1,500.00 (excluding sodding) in the front yard on the Lot, plus at least one hardwood shade tree in the front yard and one evergreen in the back yard of 2 inches or more caliper, and shall maintain such landscaping to the same standards as that generally prevailing throughout the Subdivision and in accordance with the plans approved by the Developer.

To the extent any of the foregoing items are not completed prior to occupancy, the Owner shall escrow funds, in an amount and manner determined by the Developer, to assure such installation when weather permits.

All vegetable gardens shall be located behind the rear corners of the residence and at least five feet away from the boundary of the Lot. No vegetable garden(s) shall exceed 100 square feet in size on any Lot except with the prior written consent of the Approving Party.

Within 60 days after the issuance of a permanent or temporary certificate of occupancy for the residence, the Owner of each Lot shall have a sprinkler system installed which shall also tie into the Homes Association's or the Master Association's Common Area sprinkler system (with a keyed control panel and water tap located outside of the residence) covering all sod and landscape areas in the entire front, rear and side yards of the Lot. The Homes Association shall be provided with a key to the control panel by the Owner and shall use the sprinkler system as necessary or appropriate (as determined by the Approving Party) during the late spring, summer and early fall months. No Owner shall water the Lot such that there is significant runoff onto any adjacent Lot or Common Area.

The Developer shall have the right (but not the obligation) to install one or more trees on each Lot. The type of tree(s) and location shall be selected by the Developer in its absolute discretion. Each Owner shall properly water, maintain and replace all trees and landscaping on the Owner's Lot (including any trees planted by or for the Developer, but excluding those maintained by the Homes Association).

12. Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, and to give or grant rights-of-way or easements therefore, over, under, upon and through all easements and rights-of-way shown on any recorded plat of the Subdivision or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, including, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners and the Homes Association as a cross easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself and its successors and assigns and the Homes Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the Subdivision for the purpose of (i) operating, maintaining, repairing and replacing a common irrigation system for the Lots and Common Areas and (ii) performing the powers and duties of the Homes Association, including performing any maintenance obligations relating to such Lots, and maintaining any Common Area. The Developer shall have the right to execute and record, at any time, an easement with respect to specific areas utilized as provided above.

The Developer and the Homes Association, through its authorized representative(s), may at any reasonable time enter any Lot, without being deemed guilty of trespass, for the purpose of inspecting the Lot and any improvements thereon to ascertain any compliance or noncompliance with the requirements and terms of this Declaration and/or any plans approved hereunder.

Developer and the builder of the residence on the Lot shall have reasonable access to each Lot for the purpose of inspecting and maintaining erosion control devices until final stabilization of the full Lot is achieved by sodding and landscaping. No Owner shall prevent or inhibit the Developer's or the builder's reasonable access for such purpose and no Owner shall remove or damage any erosion control devices installed by the Developer or the builder. Each Owner shall notify the builder and the Developer of any damage to such erosion control devices.

In the event any easement rights granted in this Section are exercised with respect to any Lot, the party so exercising such easement rights shall exercise the same in a reasonable manner so as to minimize all adverse effects on the Owners and shall promptly repair any damages to such Lot resulting from the exercise of such easement rights and restore the Lot to as near the original condition as possible.

No water from any roof, downspout, sump pump, perimeter basement drain or surface drainage shall be placed in or connected to any sanitary sewer line.

13. Common Areas.

(a) The Developer shall have the right (but is not obligated) to provide Common Areas for the use and benefit of the Subdivision, and to make loans to the Homes Association to cover any operating expenses or shortfall in operating expenses to operate and maintain Common Areas, subject to mutually agreeable loan terms. The size, location, nature and extent of improvements and landscaping in the Common Areas, and all other aspects of the Common Areas that are provided by the Developer, shall be determined by the Developer in its absolute discretion.

(b) The Developer and its successors, assigns, and grantees, as Owners, and the Homes Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(c) Any ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

(d) No Owner shall improve, destroy or otherwise alter any Common Areas without the express written consent of the Approving Party.

(e) Owners of Lots nearby the Common Areas shall prevent erosion and pollutant discharges and runoff onto the Common Areas.

(f) The following rules, regulations and restrictions shall apply to the use of the Common Areas:

(i) No automobiles, motorcycles, all-terrain vehicles, or other motorized vehicles or apparatus of any kind shall be allowed in the Common Areas except for mowing and otherwise maintaining the Common Area.

(ii) No refuse, trash or debris shall be discarded or discharged in or about the Common Areas except in designated trash bins.

(iii) Access to the Common Areas shall be confined to designated areas, except that Owners of Lots adjacent to the Common Areas may have access to the area from their respective Lots (where applicable).

(g) Each of the Developer and the Homes Association shall have reasonable access through Lots adjacent to the Common Areas for the purposes of maintenance and improvement thereof, but shall be responsible for repairing any damage caused by it to adjacent Lots in connection with the use of such access right.

(h) Subject to the foregoing, the Developer and the Homes Association shall have the right from time to time to make, alter, revoke and enforce additional rules, regulations and restrictions pertaining to the use of any Common Area.

(i) The Developer, in its discretion, shall have the right to reconfigure and/or replat all or any part of the Subdivision then owned by it, including, without limitation, to make part of a Common Area tract a part of a Lot, and vice versa. In addition, each of the Developer and the Homes Association shall have the right to transfer to the City (but only with the City's consent) title to or easements over all or any part of the Common Areas so that such become public areas maintained by the City.

14. Architectural Committee.

(a) No more than two members of the Board shall serve on the Architectural Committee at any time. The positions on the Architectural Committee may be divided by the Board into two classes with staggered two-year terms. The provisions of this subsection (a) shall not apply until the Turnover Date. Until such date, the Developer or its designees shall be the Architectural Committee.

(b) The Architectural Committee shall meet as necessary to consider applications with respect to any Exterior Structures that require the approval of the Architectural Committee as provided in Section 8 above and to consider any other matters within the authority of the Architectural Committee as provided in this Declaration. Any written application complete with appropriate drawings and other information that is not acted upon by the Architectural Committee within 35 days after the date on which it is filed shall be deemed to have been approved provided all necessary documentation has been provided in writing. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee.

(c) At each meeting, the Architectural Committee shall consider and act upon written and complete applications that have been submitted to it for approval in accordance with this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the individual members of the Architectural Committee, in their absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions.

(d) After the Turnover Date, any applicant or other person who is dissatisfied with a decision of the Architectural Committee shall have the right to appeal such

decision to the Board provided such appeal is filed in writing with a member of the Board within seven days after the date the Architectural Committee renders its written decision. In making its decisions, the Board may consider any and all aspects and factors that the individual members of the Board, in their absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. Any decision rendered by the Board on appeal of a decision of the Architectural Committee shall be final and conclusively binding on all parties and shall be deemed to be the decision of the Architectural Committee for all purposes under this Declaration. The Board from time to time may adopt, amend and revoke rules and regulations respecting appeals of decisions of the Architectural Committee, including, without limitation, requiring payment of a reasonable fee by the appealing party.

15. No Liability for Approval or Disapproval.

(a) Neither the Developer, nor the Homes Association, nor any member of the Architectural Committee or the Board shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

(b) **If any Owner commences a lawsuit or files a counterclaim or crossclaim against the Homes Association, the Board, the Architectural Committee, and its agents, or any individual member, director, officer or employee thereof, and such Owner fails to prevail in such lawsuit, counterclaim or crossclaim, the Homes Association, the Board, or individual sued by such Owner shall be entitled to recover from such Owner all litigation expenses incurred in defending such lawsuit, counterclaim or crossclaim, including reasonable attorneys' fees. Such recovery right shall constitute a lien against the Owner's Lot and shall be enforceable against such Lot.**

(c) To the fullest extent permitted by law, the Homes Association shall indemnify each officer and director of the Homes Association, each member of the Architectural Committee, or other committee established by the Board, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal of or control over, or failure to control, any such other persons) (each, an "Indemnified Party") against all expenses and liabilities, including, without limitation, attorneys' fees, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity (or, in the case of the Developer, by reason of having appointed, removed or controlled or failed to control any officer or director of the Association), provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the

Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

16. Covenants Running with Land; Enforcement. The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. The Developer, Ashlar, and their successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that neither the Developer, the Homes Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Lot owned by such Owner. No agreement, restriction, reservation or other provision herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during his ownership; provided, however, that (i) the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot and (ii) an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record, as provided in the third paragraph of this Section 16, prior to the transfer of ownership.

The Developer, the Homes Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions, reservations and other provisions herein set forth, in addition to any action at law for damages. To the extent permitted by law, if the Developer or the Homes Association shall be successful in obtaining a judgment or consent decree in any such court action, the Developer and/or Homes Association shall be entitled to receive from the breaching party as part of the judgment or decree the legal fees and expenses incurred by the Developer and/or Homes Association with respect to such action.

Whenever the Developer or the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Developer or the Homes Association may file with the office of the Office of Records and Tax Administration of Johnson County, Kansas a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Homes

Association respecting a specific violation shall constitute and be deemed as a waiver of such violation by all other persons and entities (other than the Developer).

17. **No Liability for Swimming Pool or Other Common Area Amenities. By acceptance of a deed to a Lot, all Owners acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with use of any Common Areas, swimming pool, any diving board, and slide, play area, fitness center, walking trail, basketball court, pickleball court, any playground equipment, and any water park, water feature or waterfall that may be installed as part of the Common Areas or as part of the common areas maintained by the Master Association or otherwise made available for use by Owners or their guests. The Developer, the Homes Association, and the Master Association and the officers, directors, managers, representatives, and agents of the Developer, the Homes Association, and the Master Association shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. To the maximum extent permitted by law, each Owner, for himself, the members of his family, his guests and invitees, shall be deemed to have released and agreed never to make a claim against the Developer, the Homes Association, and the Master Association and/or any officer, director, manager, representative or agent of the Developer, the Homes Association, or the Master Association for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with use of the Common Areas, swimming pool, any diving board, and slide, play area, fitness center, walking trail, basketball court, pickleball court, any playground equipment, and any water park, water feature or waterfall and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.**

18. Potential View Obstruction. No Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction or location of any structure, trees, landscaping or other item on any other part of the Subdivision, where otherwise permitted by this Declaration, because such structure, trees, landscaping or other item obstructs any view from the affected Lot.

19. Assignment of Developer's Rights. The Developer shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder. Any such assignments shall be recorded with the Office of Records and Tax Administration of Johnson County, Kansas.

20. Release or Modification of Restrictions.

(a) The provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both: (i) the Owners of at least sixty

percent (60%) of the Lots within the Subdivision as then constituted, and (ii) if prior to the recording of the Certificate of Substantial Completion, the Developer, or if after the recording of the Certificate of Substantial Completion, the Homes Association under express authority and action of the Board. After the recording of the Certificate of Substantial Completion or with the Developer's written consent, this Declaration also may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written instrument executed by the Homes Association after the proposed amendment, modification or termination has been first approved by the affirmative vote of seventy-five (75%) or more of the full number of directors on the Board of the Homes Association and then approved at a duly held meeting of the members of the Homes Association (called in whole or in part for that purpose) by the affirmative vote of Owners owning at least sixty percent (60%) of the Lots. Notwithstanding the foregoing, no amendment adopted under this subsection may remove, revoke or modify any right or privilege of Developer under this Declaration at any time without the written consent of Developer.

(b) Anything set forth in this Section to the contrary notwithstanding, the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording in the Recording Office a written instrument for such purpose, if: (i) any of the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any successor or similar agencies thereto shall require such action as a condition precedent to the approval by such agency of the Subdivision, or any part of the Subdivision or any Lot in the Subdivision, for federally-approved mortgage financing purposes under applicable programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the Subdivision, (iii) the amendment is necessary to cause this Declaration to comply with any applicable law, (iv) a typographical or factual error or omission needs to be corrected in the opinion of the Developer, (v) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the Subdivision, or (vi) so long as Developer owns any Lots, to make any other amendment the Developer may determine to be appropriate. No such amendment by the Developer shall require the consent of any Owner or the Homes Association.

(c) If the rule against perpetuities or any rule against restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the individual(s) signing this Declaration on behalf of the Developer and the now-living descendants of the individual(s) signing this Declaration on behalf of the Developer as of the date of such execution.

21. Extension of Subdivision. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing Subdivision and to the operation of the provisions of this Declaration such other adjacent or nearby (without reference to any street, tract, park or

right-of-way) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in its discretion.

22. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

23. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Kansas.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF, the Developer and Ashlar have caused this Declaration to be duly executed the day and year first written above.

DEVELOPER:

PV INVESTMENTS, LLC,
a Kansas limited liability company

By:_____
Bradley Vince, Managing Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public, within and for said County and State on the 5th day of September, 2019, personally appeared Bradley Vince, Managing Member of PV Investments, LLC, a Kansas limited liability company, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said company and such person duly acknowledged the execution of the same to be the voluntary act and deed of said company.

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

Jennifer L Sears
NOTARY PUBLIC

My Commission Expires:

_____
[SEAL]

JENNIFER L. SEARS
Notary Public-State of Kansas
My Appt. Expires June 26, 2022

ASHLAR:

ASHLAR HOMES, LLC,
a Missouri limited liability company

By: _____
Name: Shawn T. Woods
Title: President

STATE OF MO)
) ss.
COUNTY OF Jackson)

Before me, the undersigned, a Notary Public, within and for said County and State on the 10th day of September, 2019, personally appeared Shawn T. Woods, President of Ashlar Homes, LLC, a Missouri limited liability company, who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said company and such person duly acknowledged the execution of the same to be the voluntary act and deed of said company.

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

_____
NOTARY PUBLIC

My Commission Expires:

_____
[SEAL]

KIM FINNIGAN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: December 26, 2021
Commission #13415129