

RECORDED BY  
SOUTHDALE LAND CO.  
DATE: 10/11/77  
NC 11/11/77

1133693

CORINTH LANE HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made on this 11<sup>th</sup> day of October, 1977, by SOUTHDALE LAND CO., the owner of all of that property described as follows, to-wit:

All of Tract A and all of Lot 9, Block 1, except that part lying Southeasterly of a line drawn 130 feet Northwesterly of and parallel to the Southeasterly lot line of said lot, CORINTH MEADOWS, a subdivision in the City of Prairie Village, in Johnson County, Kansas, as shown on the recorded plat thereof filed January 7, 1955, in Book 18 of Plats at page 2, in the office of the Register of Deeds of Johnson County, Kansas,

(hereinafter sometimes referred to as "CORINTH LANE").

WITNESSETH THAT:

WHEREAS, SOUTHDALE LAND CO. is now developing CORINTH LANE as a residential district and desires to create and provide for the maintenance of a residential neighborhood possessing features of more than ordinary value to a residential community.

NOW, THEREFORE, in order to assist itself and its grantees in providing the necessary means to bring this about, SOUTHDALE LAND CO. does hereby subject CORINTH LANE to the following covenants, charges and assessments.

SECTION 1. DEFINITION OF TERMS

The term "District" as used in this Declaration shall mean, unless extended as hereinafter provided, all of CORINTH LANE above described.

The term "Association" shall mean the CORINTH LANE HOMES ASSOCIATION, INC., a Kansas Not-for-Profit corporation.

The term "homes association property" as used herein shall mean all private streets, driveways, parking areas, ornamental areas and other lands within the District, together with all improvements which may now or hereafter be situated thereon, the use and benefit of which is dedicated to, set aside for, leased or conveyed to either the Association or to all of the owners within the District.

The term "dwelling unit" as used herein shall mean and refer to any building or portion of a building designed and intended for use and occupancy as a residence by a single family. "Duplex" as used herein, shall mean a building containing two dwelling units.

SECTION 2. MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any parcel of land in the District on which a duplex or dwelling unit is constructed shall be a member of the Association; provided that any such person or entity who holds such an interest merely as a security for the performance of an obligation shall not be a member. Any member of the Association may at any time and from time to time, delegate in writing his right to use and enjoy homes association property to his lessees and tenants who reside in the District. The Association shall be the sole judge of the qualifications of its members and of their right to participate in its meetings and proceedings, all as hereinafter provided.

SECTION 3. GENERAL POWERS AND DUTIES OF THE ASSOCIATION

In addition to the power granted by other portions of this Declaration or by law, the Association shall have the following powers (to be exercised if, in the judgment of those charged with its management, it is in the best interest of the Association to do so):

A. To enforce in its own name, any or all building or use restrictions which have been heretofore or may hereafter be imposed upon any of the land in said District; provided, however, that this right of enforcement shall not serve to prevent changes, releases or modifications of restrictions or reservations being made by other parties having the right to make such changes, releases or modifications as are permissible under the deeds, declarations, contracts or plats in which such restrictions or reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, whenever and wherever such right of assignment exists. Nothing herein contained

shall be deemed to prevent any owner from enforcing any building or use restrictions in his own name.

B. To care for, water, spray, trim, protect, plant and replant trees within the District; to plant and replant, maintain, care for, water and protect shrubbery and grass within the District.

C. To mow all grass within the District, to pick up and remove trash and rubbish of all kinds thereon, and generally to do any other things necessary or desirable in the judgment of those charged with the management of said Association to keep the District neat in appearance and in good order.

D. To provide for the plowing and removal of snow from all stoops, sidewalks, driveways, parking areas and streets within the District.

E. To provide for the collection and disposal of household rubbish within the District.

F. To suspend the rights and privileges of any owner or person claiming under any owner to use or benefit from the Associations' services (including trash collection) for any period during which any assessment to which said Owner's dwelling unit is subject remains unpaid, and to suspend such rights and privileges for a period not to exceed thirty (30) days for any infraction of published rules and regulations of the Association.

G. To exercise such control over easements as may be required.

H. To repair, maintain, or reconstruct all creeks, bridges, retaining walls, private streets, parking areas, entrance gates, fences and any and all other improvements which are now or may hereafter be located on homes association property.

I. To erect and maintain signs for marking of streets.

J. To acquire and own the title to such real estate as may be reasonably necessary to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.

SECTION 4. METHOD OF PROVIDING GENERAL FUNDS, ANNUAL ASSESSMENTS

A. For the purpose of providing a general fund to enable the Association to carry out those functions set forth in SECTION 3 hereof, each dwelling unit, upon the first day of the month following that month in which it is first physically occupied by either an owner or one claiming under an owner shall be subject to an annual assessment to be paid to the Association by the owner thereof. The amount of the annual assessment shall be fixed by the Association from year to year, but until further action of the Association, the annual assessment for each dwelling unit shall be Five Hundred Four Dollars (\$504.00) per year.

B. The first annual assessment charged against any dwelling unit, however, shall be adjusted according to the number of months remaining in the assessment year.

C. The rate of annual assessment may be increased or decreased at a special meeting of the members especially called for that purpose and of which notice is given, or at the annual meeting of the Association, if at such meeting a majority of all votes cast by the members shall be cast for such increase or decrease.

SECTION 5. ANNUAL ASSESSMENTS DUE

Unless extended by the Board of Directors of the Association to a later date, the annual assessments of the Association shall commence in 1977 and shall be due and payable on January 1 of each assessment year. By action of the Association, however, the annual assessments may be made payable in monthly or other installments in lieu of annually. It will be the duty of the Association to give notice to all owners on or before the due date of the amount of the annual assessment on each dwelling unit owned by them which is subject to an annual assessment and the date or dates when such assessment is due. Failure of the Association to levy annual assessments prior to January 1 of any year shall not invalidate any such annual assessments subsequently levied for that particular year, nor shall failure to levy annual assessments

for any one year affect the right of the Association to do so for any subsequent year. When the annual assessments are levied subsequent to January 1 of any year, such assessments or the first installment thereof shall become due and payable not later than thirty (30) days after the date of the levying of the assessments. An owner whose dwelling unit becomes subject to an annual assessment subsequent to January 1 of any year shall be notified by the Association of the date on which his dwelling unit became subject to said assessment and the amount of said assessment due by such owner for said year. Payment of such assessment will be made within thirty (30) days after such notice is given unless, by action of the Association, the annual assessment levied for that year is or may be payable in monthly installments.

SECTION 6. LIEN OF ANNUAL ASSESSMENT ON REAL PROPERTY

The entire annual assessment shall become a lien on the real estate on which the dwelling unit assessed is situated and on said dwelling unit as soon as it, or the first monthly installment thereof, is due. If any installment of any assessment is not paid on or before the first day of the second month following the due date of such installment, then such installment shall bear interest at the rate of ten percent (10%) per annum from the due date until paid and such interest shall also be a lien on the subject property.

SECTION 7. WHEN ANNUAL ASSESSMENTS ARE DELINQUENT

Nonpayment of any annual assessment within thirty (30) days from the date it is payable shall cause said assessment to become delinquent. Nonpayment of any assessment payable in installments within thirty (30) days from the due date of an installment shall cause the entire unpaid portion of said assessment for said year to become delinquent. Payment of both principal and interest and all costs of collection shall be enforced through proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of liens. It shall be the duty of the Association to bring suits to enforce such liens after they become

delinquent, and all costs, including attorney's fees incurred by the Association in connection with such enforcement, shall be paid by the owner who is delinquent in the payment of said assessment.

SECTION 8. TERMINATION OF ANNUAL ASSESSMENT LIENS

Annual assessment liens shall continue for a period of three (3) years from the date of delinquency and no longer unless within such period suit shall have been instituted for collection, in which case the lien shall continue until termination of the suit and until sale of the property subject to such lien under execution of the judgment establishing the same.

SECTION 9. SUBORDINATION OF LIENS TO MORTGAGES OR DEED OF TRUST

The lien of all assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon any dwelling unit subject to assessment; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such dwelling unit pursuant to a foreclosure of such mortgage or power of sale under such deed of trust. Such sale shall not relieve such dwelling unit from liability for any assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

SECTION 10. MANAGEMENT

The Association shall have a Board of Directors, elected in accordance with its Articles of Incorporation and Bylaws. The Board of Directors shall be charged with the management of the Association.

SECTION 11. VOTING RIGHTS

A. The Association shall have only one class of membership. Each member shall have one (1) vote for each dwelling unit, as defined herein, in which he holds the interest required for membership by SECTION 2 hereof.

B. Anything contained in this SECTION 11 to the contrary notwithstanding:

1. No member of the Association shall be entitled to vote if he is delinquent in the payment of any homes association assessment, and

2. When more than one member holds that interest in a dwelling unit prescribed for membership in SECTION 2 hereof, the vote for such dwelling unit shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast for each dwelling unit.

#### SECTION 12. NOTICES

A. The Association shall give notice to all members of the Association of the place, time and purpose of regular and special meetings of the Association and shall designate the place where payment of assessments shall be made and other business in connection with said Association may be transacted, all as is more particularly set forth in the Bylaws of the Association; and in case of any change of said address, the Association shall give notice to all members of its new address.

B. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, with postage prepaid thereon, and addressed to the person entitled to such notice at the last address listed with the Association for such person.

#### SECTION 13. TO OBSERVE ALL LAWS

The Association shall at all times observe all applicable state, county or other laws, or regulations. The Association shall have the right to make reasonable rules and regulations and provide means to enforce such rules and regulations as will enable it to adequately and properly carry out the provisions of this Declaration.

#### SECTION 14. AMENDMENT AND TERMINATION

The terms and provisions of this instrument may be amended, modified, changed or canceled, in whole or in part, by a written instrument signed by those persons who, on the date such written

instrument is recorded, would be entitled under the provisions of this instrument to cast in the aggregate not less than seventy-five percent (75%) of the total number of votes eligible to be cast in a meeting of the CORINTH LANE HOMES ASSOCIATION were such a meeting to be held on said date, and, in the case of amendments, modifications, changes and cancellations occurring prior to December 31, 1997, by Southdale Land Co. Such instrument shall be effective on the date of its recording in the Office of the Register of Deeds of Johnson County, Kansas. In determining the agreement of such persons, the vote of any person whose dwelling unit is subject to a mortgage or deed of trust shall not be counted unless the holder of such mortgage or deed of trust shall consent thereto in a written instrument properly acknowledged and filed for record in said county.

SECTION 15. RIGHT TO ASSIGN

Southdale Land Co. may at any time or times by appropriate instrument made expressly for that purpose, assign or convey to any person, corporation or other entity, any or all of the rights, reservations, and privileges herein reserved by or granted to it, and its assigns or grantees may at their option exercise, transfer or assign those rights or any one or more of them at any time or times in the same way or manner as though directly reserved by or granted to them in this instrument.

SECTION 16. COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration shall be deemed to be covenants running with the land, and each and every person accepting a deed to any portion of the land covered by this Declaration shall be deemed by accepting such deed to agree that he is bound by the provisions herein contained, and that he does thereby consent and agree to be bound by the covenants, agreements, terms and conditions herein contained in the same extent as though he had signed this Declaration.

If any portion of this Declaration shall be determined to be invalid or unenforceable such determination shall not affect the



validity and enforceability of the other provisions hereof which shall thereafter continue in effect.

IN WITNESS WHEREOF, Southdale Land Co. has caused this instrument to be executed this 11<sup>th</sup> day of October, 1977.



Attest:  
C. Ruby Larsch  
C. Ruby Larsch, Secretary

SOUTHDALE LAND CO.  
By Alex S. Bascom  
Alex S. Bascom, President

STATE OF KANSAS )  
                  ) ss.  
COUNTY OF JOHNSON )

On this 11th day of October, 1977, before me, appeared Alex S. Bascom to me personally known, who being by me duly sworn, did say that he is the President of Southdale Land Co., a Kansas corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Alex S. Bascom acknowledged said instrument to be the free act and deed of said corporation.

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

Victoria Allen  
Victoria Allen  
Notary Public

My commission expires:  
10-6-80

(The Notary Public must write, print or stamp the Notary's name immediately below the Notary's signature.)

STATE OF KANSAS )  
COUNTY OF JOHNSON ) ss  
FILED FOR RECORD

1977 OCT 11 AM 11 37 A

13.00  
KATHLEEN E. BLENNER  
REGISTER OF DEEDS  
BY \_\_\_\_\_ DEP.

1153894

FILED BY  
SOUTHDALE LAND CO.  
KANSAS

EASEMENT, PARTY WALLS, EXTERIOR AND INSURANCE DECLARATION

WHEREAS, SOUTHDALE LAND CO., a corporation, is the owner of the following described real property in Johnson County, Kansas:

All of Tract A and all of Lot 9, Block 1, except that part lying Southeasterly of a line drawn 130 feet Northwesterly of and parallel to the Southeasterly lot line of said lot, CORINTH MEADOWS, a subdivision in the City of Prairie Village, in Johnson County, Kansas, as shown on the recorded plat thereof filed January 7, 1955, in Book 18 of Plats at page 2, in the office of the Register of Deeds of Johnson County, Kansas,

and

WHEREAS, on said real property (which may hereinafter be referred to as the "premises") SOUTHDALE LAND CO. has constructed two duplex buildings, each composed of two dwelling units; and

WHEREAS, it is intended by this Declaration to create in favor of the owner of each dwelling unit of a duplex building, easements on and over the property of the owner of the other dwelling unit for party walls, area ways, sidewalks, sewer, gas, telephone, electric and water utilities lines and facilities; and

WHEREAS, it is desired by this Declaration to impose upon the owners of such dwelling units certain rights, duties and obligations with respect to preservation and maintenance of common party walls, sidewalks, building exteriors, roofs, telephone, utility and sewage lines and facilities, and

WHEREAS, it is further intended by this Declaration to create certain other easements, rights, duties and obligations, all as hereinafter set forth;

NOW, THEREFORE, the undersigned, in order to protect itself and each subsequent owner of dwelling units on the above described premises, does hereby create, declare and impose the following easements on said premises and on the duplex buildings and party walls located on said premises and does hereby create the following rights, duties and obligations with respect to the matters more fully set forth herein, the acceptance of a conveyance to any

portion of the premises to constitute and be deemed to be an acceptance and agreement to all of the terms, provisions and conditions herein set forth.

The term "owner" or "owners" as used herein shall mean those persons, corporations or other entities who may, from time to time, own dwelling units and parcels of land within the premises. Provided, any such person, corporation or other entity who owns or holds such an interest merely as security for the performance of an obligation shall not be included within the terms "owner" or "owners."

I

DESCRIPTION OF PROPERTY AND UNITS SUBJECT HERETO

A Certificate of Survey of the premises above described was filed for record on the 28th day of September, 1977, in the office of the Register of Deeds of Johnson County, Kansas, as Document No. 1131642, and recorded in Book 1263 at page 136. Such Certificate of Survey divides the premises into five parcels of land. Parcels 1, 2, 3 and 4 may hereinafter be referred to as "residence areas" and the improvements erected thereon referred to as "dwelling units." The one remaining parcel, Parcel 5, may hereinafter be referred to as "common lands" and any improvements erected or to be erected thereon referred to as "common improvements."

II

UTILITY EASEMENTS

Southdale Land Co. has installed lines, conduits, facilities and meters for the purpose of providing sewage, electric power, gas, water, telephone and other services to the dwelling units constructed on the premises. For the benefit of itself, in the event any other person hereafter becomes the owner of any portion of the premises, and for the benefit of any such person so becoming the owner of any portion of said premises, Southdale Land Co. does hereby create and establish the following easements:

A. The right to keep, maintain, restore and repair any such line, conduit, facility and meter in its original location on the premises.

B. The right to enter upon any portion of the premises for the purpose of maintaining, restoring and repairing, or any of the same, any such line, conduit, facility and meter, and for the purpose of reading any such meter; provided, however, that if in order properly so to maintain, restore and repair, or any of the same, it becomes necessary to break through walls, to excavate or otherwise damage a portion of the premises or any dwelling unit located thereon, then the damage resulting therefrom shall be repaired and the portion of the premises or dwelling unit so damaged restored to its condition prior to such damage at the expense of the owner of the dwelling unit served by the line, conduit, facility or meter so maintained, restored, or repaired; and provided further, that if more than one dwelling unit is so served then such expense shall be shared equally by the owners of the dwelling units so served.

### III

#### PARTY WALL EASEMENTS

Each dwelling unit constructed on the premises has one wall which is used in common with another living unit, the location of such common walls being along the division lines between those dwelling units on parcels 1 and 2 and those dwelling units on parcels 3 and 4. Within the common walls between certain of the dwelling units there are installations of plumbing lines and vent stacks for plumbing and heating, and each owner of the common wall shall have the right to maintain, restore and repair all such installations. For the benefit of itself, in the event any other person hereafter becomes the owner of any of said dwelling units, and for the benefit of any such person so becoming the owner of any of said dwelling units, Southdale Land Co. does hereby create and establish an easement for party wall purposes over all portions of the premises on which a common wall is situated for the benefit

of the owners of the dwelling units served by each such common wall, with the right to maintain, restore and repair any such wall; provided, however, that:

A. The cost of maintenance, restoration or repair of any common wall, not necessitated by the negligent or intentional act of the owner of either dwelling unit served by such wall, shall be at the equal expense of each of such owners.

B. The cost of maintenance, restoration or repair of any common wall necessitated by the negligent or intentional act of the owner of a dwelling unit served by such wall, shall be at the expense of such owner to the extent not covered by insurance.

C. If either owner shall neglect or refuse to pay the cost of any such maintenance, restoration or repair rightfully chargeable to him, the other owner may advance such cost, but he shall have a lien on the dwelling unit of the other owner, and all real property within the premises in which said owner shall have any interest, for the amount so advanced.

#### IV

##### EASEMENT FOR MINOR ENCROACHMENTS

In certain of the dwelling units there may be fire boxes with fireplaces which extend beyond the common wall in which they are located into an adjoining dwelling unit. If any portion (including fire boxes) of a dwelling unit or other improvements as originally constructed encroaches on property of another within the premises, a valid easement for said encroachment, and for the maintenance of the same, shall exist for as long as the encroaching dwelling unit or other improvements remain standing. In the event that any dwelling unit or other improvements as originally constructed are partially or totally destroyed, and then reconstructed, the minor encroachment on property of another of said dwelling unit or other improvements as reconstructed shall be permitted, and a valid easement for said encroachment and the maintenance of the same shall exist.

V

EASEMENT FOR INGRESS AND EGRESS OVER COMMON LANDS

Southdale Land Co. does hereby create, establish and reserve to itself, its successors and grantees, and to each owner from time to time of a dwelling unit within the premises, a perpetual easement for the purpose of ingress to and egress from dwelling units in the premises over and across Parcel 5, as shown on the Certificate of Survey above described.

VI

OTHER EASEMENTS

The following additional easements also are created and established for the benefit of the present owners and subsequent owners as above provided:

A. For the purpose of draining surface water from the roof of one dwelling unit through the gutters and downspouts and drains of another dwelling unit.

B. For the purpose of supporting the roof of one dwelling unit which attaches to the roof of another dwelling unit.

VII

CREATION OF ADDITIONAL EASEMENTS

Southdale Land Co. shall have and does hereby reserve the right to locate, erect, construct, maintain and use, and authorize the location, erection, construction, maintenance and use of, drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines, television cables and other utilities, and to give or grant rights of way for easements therefor, over, under and upon any part of the premises.

VIII

EXTERIOR APPEARANCE, REPAIR AND MAINTENANCE

No exterior structures, entrances, additions or improvements of any nature, except those placed thereon according to the architectural plans under which the buildings erected on the premises were constructed, shall be added to any dwelling unit.

In the event of the total or partial destruction of a dwelling unit, or any portion thereof, the unit so destroyed shall be restored at the expense of and by the owner thereof. If said owner shall fail to restore the unit, the adjoining owner or the Corinth Lane Homes Association, Inc., shall have the right to enter the unit and make such restoration and shall be entitled to use any insurance proceeds to which such owner may be entitled in payment of restoration costs; if the entire cost of such restoration is not paid from insurance proceeds the unpaid portion shall be paid by the owner of the restored unit and, until so paid, the person or persons making such payment shall have a lien on said restored unit and all real property within the premises in which the owner of the restored unit shall have any interest.

Subject to the party wall provisions hereinbefore set forth, each owner shall at his own expense keep the exteriors of his dwelling unit, including walls, doors, windows and roof, in good maintenance and repair. In the event any dispute should arise between such owners involving the maintenance, or repair of the exterior of such duplex building, such dispute shall be settled by arbitration, and the decision of the arbitrator shall be final and binding upon all owners. If such owners are unable to agree upon some independent third party to act as arbitrator, then an arbitrator shall be selected by the American Arbitration Association.

The owner or owners of any of the property covered by this Declaration or the Corinth Lane Homes Association, Inc. shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the provisions of this paragraph.

#### IX

#### INSURANCE

Each owner of a dwelling unit shall keep and maintain in force upon his dwelling unit, fire and extended coverage insurance equal in amount to the full replacement value thereof and shall

name Corinth Lane Homes Association, Inc., as a loss payee there-  
under. If any owner shall default in performance of this requirement,  
Corinth Lane Homes Association, Inc., or the owner of the other  
dwelling unit contained in that duplex building of which his  
dwelling unit is a part may procure such insurance in the name of  
the owner, and shall be entitled to reimbursement by said owner  
for any premiums paid therefor, plus ten percent (10%) interest  
per annum on such sum until reimbursed, plus court costs and  
reasonable attorneys' fees incurred in the collection of same.

X

GENERAL CONDITIONS

The easements hereby created are and shall be perpetual and  
construed as covenants running with the land, and each and every  
person accepting a deed or entering into a contract for deed to  
any portion of the land covered by this Declaration shall be  
deemed to agree that he and each and every other owner is bound by  
the provisions herein contained, and that he does thereby consent  
and agree to be bound by the covenants, agreements, terms and  
conditions herein contained to the same extent as though he had  
signed this Declaration.

In all instances in which all or any part of any cost or  
expense is to be paid by an owner and such owner fails to pay the  
same, Corinth Lane Homes Association, Inc., or any other person  
making such payment whether voluntarily or otherwise, shall have a  
lien upon the property of the owner required to pay such amount,  
such lien to be enforced by action in the District Court of  
Johnson County, Kansas, in the same manner as mortgage liens are  
enforced, but there shall be no right of redemption. Notice of  
any such lien must be filed for record in the office of the  
Register of Deeds of Johnson County, Kansas, in order to affect  
the rights of bona fide purchasers and mortgagees for value  
without other notice.

If any portion of this Declaration shall be determined to be  
invalid or unenforceable such determination shall not affect the



validity and enforceability of the other provisions hereof which shall thereafter continue in effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 11<sup>th</sup> day of October, 1977.



Attest:  
C. Ruby Larson  
C. Ruby Larson, Secretary

SOUTHDALE LAND CO.  
By Alex E. Bascom  
Alex E. Bascom, President

STATE OF KANSAS )  
                          ) ss.  
COUNTY OF JOHNSON )

On this 11<sup>th</sup> day of October, 1977, before me, the undersigned Notary Public, appeared Alex S. Bascom, to me personally known, who being by my duly sworn, did say that he is President of Southdale Land Co., a Kansas corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said Alex S. Bascom acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said County, Kansas, the date herein last above written.

Victoria A. Allen  
Victoria A. Allen  
Notary Public

My commission expires:  
10-6-80

(The Notary Public must type, print or stamp the Notary's name immediately below the Notary's signature)

STATE OF KANSAS } ss  
COUNTY OF JOHNSON }  
FILED FOR RECORD

1977 OCT 11 AM 11 37 8

12.00  
BY \_\_\_\_\_ DEP.  
MARGARET M. WATNER  
RECORDS & DEEDS