



NO. 7534 P. 1

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2008R-08267

REGISTER OF DEEDS
WYANDOTTE COUNTY, KS

RECORDED ON

05/08/2008 10:58:46AM

REC FEE: 22.00

TECHNOLOGY FEE: 18.00

PAGES: 9

Bk:5515 Pg:693 701

999
40

Handwritten initials

Rtn to:
SUPERIOR LAND TITLE, LLC
13215 SHAWNEE MISSION PARKWAY
SHAWNEE, KS 66218

**DECLARATION OF RESTRICTIONS
PIPER LANDING 1st Plat**

THIS DECLARATION WITNESSETH THAT: WHEREAS, PIPER PARTNERS,LLC. ("Hereinafter known as the "Developer") is the owner of all of the lots shown on the recorded 1st plat of Piper Landing, a subdivision in the City of Kansas City, Wyandotte County, Kansas, which plat was recorded in the office of the Register of Deeds, August 21st, 2007, in Book 42 of Plats, at Page 110; and Slide D-681

WHEREAS, said plat creates said **PIPER LANDING, 1st Plat,** a subdivision in the City of Kansas City, Wyandotte County, Kansas, composed of the following described lots, to-wit: Lots 1 to 46, inclusive.

WHEREAS, said Developer has heretofore dedicated to the public all of the streets and roads shown on said plat for use by the public; and

WHEREAS, The Developer, as the owner of all of the lots shown on the aforesaid plat now desires to place certain restrictions on all of said lots, all of which restrictions shall be for the use and benefit of Developer as the present owners thereof and for their future grantees and assigns.

NOW, THEREFORE, It is hereby declared that all of the lots shall be held, sold, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following easements, restrictions, covenants, and conditions, which shall run with the land, and which are for the purpose of protecting the value and desirability of the lots and shall be binding on all parties having any right, title, or interest in or to the lots, or any part thereof, and their respective heirs, personal representatives, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner of the lots or any part thereof.

DEFINITION OF TERMS USED: For the purpose of these Restrictions, the word "Developer" shall mean **PIPER PARTNERS, LLC.**

The word "street" shall mean any street, road, drive or terrace of whatever name, as shown on said plat of **PIPER LANDING**.

The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "lot" as used herein may mean any numbered lot as platted and upon which a residence may be erected in accordance with the restrictions herein set forth.

A "corner lot" shall be deemed to be any lot as platted having more than one street contiguous to it.

PERSONS BOUND BY THESE RESTRICTIONS: Except as specifically provided, all persons and corporations who now or shall hereafter acquire any interest of any kind or character, whether as fee title holder, lessee, mortgagee or any other interest in any land which is herein covered by these Declarations shall be taken and held to agreement and covenant with Developer and any and every other Lot Owner, their personal representatives, heirs, successors and assigns.

SECTION I. USE OF LAND: None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no two family homes or multi-family homes, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designated for occupancy by a single family and each such residence shall have an attached and enclosed garage designed for the parking therein of at least two (2) passenger vehicles eighteen (18) feet in length. Off-street parking, exclusive of garage interiors, shall be provided and maintained on each lot, hereby restricted, for not less than four (4) automobiles; all off-street parking surfaces, including driveways, shall be initially constructed and thereafter maintained with concrete having a strength of not less than 3,000 P.S.I. No pumps, swings, swing sets, slides or similar objects, regardless of the materials used or the intended purpose or use thereof, may be erected or maintained within the front or side building lines on any of the lots hereby restricted without the prior consent, in writing, of the Developer. No business or commercial enterprise of any nature shall be conducted on the land herein described, provided, always, however, that the Developer reserves the right, for itself or its designated real estate representative to maintain a residential real estate sales office upon any of restricted lots owned by it for the purpose of promoting, advertising for sale, showing and selling lots, either improved or unimproved, within **PIPER LANDING**.

SECTION II. REQUIRED HEIGHT OF RESIDENCES: Any residence erected on any of the lots hereby restricted shall not be more than two (2) stories in height, provided, however, that a residence more than two (2) stories in height may be erected thereon with the prior consent in writing of the Developer.

SECTION III. FRONTAGE OF RESIDENCES ON STREETS: For the purpose of these restrictions, all of the lots or part or parts thereof shall be deemed to front on the streets according to the building line as shown on the recorded plat, provided that any corner lot (*except lot 26 which has no access to Webster Street*) may be deemed to front on either of the streets

contiguous to it. Any residence erected wholly or partially on any corner lot shall front or present a good frontage on the street designated by the Developer.

SECTION IV. SETBACK OF RESIDENCES FROM STREET:

- (a) No part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots hereby restricted, nearer to the front street or the side street than is the front building or the side building line shown on said plat of **PIPER LANDING** on the lot or lots on which such residence may be erected, provided, however, that the Developer shall have, and does hereby reserve the right in the sale and conveyance of any of said lots, to change any building line shown thereon, and may at any time with the consent in writing of the then record owners of the fee simple title to any such lot, change any such building line which is shown on said plat, on any such lot or lots, or which may in such sale and conveyance be established by it.
- (b) Those parts of the residence which may project to the front of and be nearer to the front street and the side streets than the front building lines and the side building lines shown on said plat, and the distances which each may project are as follows: (1) Window Projections: Bay or other projecting windows may project beyond the front building line and the side building line not to exceed three (3) feet. (2) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building line and side building line not to exceed four (4) feet. (3) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building line and the side building line not to exceed four (4) feet.

SECTION V. REQUIRED SIZE OF RESIDENCES: Two (2) story and One and one-half (1 1/2) story residences shall contain a minimum of one thousand six hundred (1600) square feet of enclosed floor area and shall contain a minimum of 800 hundred (800) square feet of such enclosed floor area on the first floor thereof. Ranch, Reverse One and one-half (1 1/2) story style residences shall contain a minimum of one thousand six hundred (1,600) square feet of enclosed floor area.

The words "enclosed floor area" as used herein shall mean and include, in all cases, areas of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in garages, porches, or attics; provided, however, that certain interior areas of the second floor need not be immediately finished for occupancy if the residence is so designed and built that such area can be finished at a later date without any structural changes being made in the exterior of the residence. The Developer reserves the absolute and incontestable right to determine whether the enclosed floor area of any split-level or bi-level residence (as distinguished from traditional one and one-half (1 1/2) Ranch, Reverse One and One-half and two (2) story residences, and/or the enclosed floor area on the first floor thereof, meets the minimum requirements provided for hereunder, and such determination shall be final.

SECTION VI. EASEMENTS FOR UTILITIES : An easement is reserved over that portion of each lot for utility installation, drainage and maintenance, as noted in the plat of Piper Landing, First and subsequent plats. No building, shrubbery, fence, or other obstruction shall be

placed on any such easement, and for the installation, operation, maintenance, repair, or removal of any utility together with the right to remove any obstruction that may be placed on such easement which constitutes an interference with the installation, operation, maintenance, repair, or removal of such utility. No liability whatsoever shall arise by reason of the removal of any property, or other obstruction, situated within any such easement. No structure, planting or other material shall be placed or be permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

SECTION VII. RIGHT TO APPROVE PLANS: No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building, have been approved, in writing, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Developer or its designated representative, successors or assigns. The right to approve plans as aforesaid shall be vested in an "Architectural Control Committee" which is hereby declared to be the Developer, its designated representative or its successors and assigns. If said authority to approve plans, specifications and plot plans, as well as to otherwise enforce the provisions of these restrictions, is not sooner assigned by the Developer it shall, in any event, cease when Developer has conveyed to third parties all lots within said subdivision. Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

- (a) Exterior elevations delineating front elevation, back elevation, and both side elevations.
- (b) A site plan of the house as it will set on the lot and the location of driveways.
- (c) Floor plan.
- (d) A list of all exterior materials to be used which will include roof, masonry, siding and windows.
- (e) A landscape plan showing proposed planting for the yard; the projected cost of such landscaping, excluding sod, shall not be less than \$ 750.00, which amount is subject to change by the developer.
- (f) A schedule of exterior colors to be used.

The documentation listed above is intended only as a minimum requirement and the Architectural Control Committee shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Anything in this Declaration of Restrictions to the contrary notwithstanding, the Developer, its

successors and assigns, shall have and does hereby reserve the right to determine the location of all buildings upon a respective lot or lots, except as it may be restricted in the making of such determination by the provisions of Sections IV herein, and the relation of the top of the foundation of said building to the street level.

SECTION VIII. MAINTAINING SIGHT DISTANCE: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION IX. REQUIRED BUILDING MATERIAL: Exterior Walls of all buildings, structures and all appurtenances thereto shall be of brick, stone, stucco, wood siding, wood paneling, plate glass, masonite, or any combination thereof. Wood shingles and asbestos shingles for exterior walls are prohibited. All homes shall have a sidewall insulation factor of not less than R-13, a ceiling insulation factor of not less than R-13. Windows, doors and louvers shall be of wood or colored metal and glass. Roofs shall be covered with LAMINATE composition shingles, WEATHERED WOOD in color, MINIMUM 25 YEAR RATING. Any building products which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by the Architectural Control Committee. Fireplaces may be mechanical or masonry. All wood and masonite exteriors shall be covered with a workmanlike finish of paint, and/or stain, unless another finish is approved in writing by the Architectural Control committee.

The Developer reserves the right to repurchase, at the sales price paid to Developer, any lot on which the owner thereof fails to begin the commencement of construction of a residence thereon within one (1) year of the recording of the Developer's deed to the initial purchaser of such lot.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. The term "commencement of construction", as used herein and in the preceding paragraph, shall mean the pouring of foundation walls. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six (6) months. Any owner of a structure in violation of this section may, in the discretion of the Architectural Control Committee, be assessed a fine payable to the Developer of not less than One Dollar (\$1.00) nor more than One Hundred Dollars (\$100.00) per day for every day the violation continues.

The fine provided for herein if not paid when due by said owner, shall become a lien upon the real estate upon which the structure in violation of this section is located, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage

now existing or which may hereafter be placed upon said real estate. Said fines shall be due thirty (30) days from the date of notification of the then record owner of any lot upon which the violation occurs, and if not paid within said thirty (30) day period, shall bear interest at the rate of twelve percent (12%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Developer in any court in Wyandotte County, Kansas, having jurisdiction of suit for the enforcement of such liens.

SECTION X. SODDED YARDS. The entire front, rear and side yards of every lot in PIPER LANDING and the unpaved portions of street easements contiguous thereto, shall be sodded with grass at the earliest time after construction of a dwelling on said lot as the weather will permit, and in no instance will seeding or plugging be considered a substitute for original sodding without the prior consent in writing of the Architectural Control Committee.

SECTION XI. OUTBUILDINGS PROHIBITED:

No building or other detached structures appurtenant to the residence may be erected on any of the lots hereby restricted without the prior consent in writing of the Architectural Committee.

SECTION XII. FENCES, WALLS AND SHRUBS:

No fence, wall, shrub or hedge shall be erected, constructed, planted or maintained upon any of the lots hereby restricted without prior written approval as to material, design, shape, location, species and height by the Architectural Control Committee and said Architectural Control Committee shall have complete discretion with regard to such approval. For all lots abutting Tract A in PIPER LANDING, 1st plat, uniform fencing is required to be no more than 48" in height and may be solid.

SECTION XIII. ABOVE GROUND SWIMMING POOLS PROHIBITED:

No above ground swimming pool may be maintained upon any of the lots hereby restricted. Below ground level swimming pools may be constructed and maintained with the prior written consent of the Developer, its successors or assigns.

SECTION XIV. OIL TANKS PROHIBITED:

No tank for the storage of fuel may be maintained above the surface of the ground on any of the lots hereby restricted.

SECTION XV. OUTSIDE ANTENNAS OR TOWERS PROHIBITED:

No radio or television antennas or towers may be kept or maintained on any of the lots hereby restricted except within the confines of a dwelling unit erected thereon.

SECTION XVI. RESTRICTIONS ON SATELLITE DISHES: Not more than one satellite dish, with prior approval thereof by the City of Kansas City, Kansas, may be maintained on the lots hereby restricted. Satellite dishes shall not be more than 24" in diameter.

SECTION XVII. RESTRICTIONS ON MAINTAINING PETS: No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any of the lots hereby restricted without the prior consent in writing of the Architectural Control Committee, except that no more than two (2) dogs or two (2) cats, or any combination of the foregoing specific

animals listed in this exception not exceeding the aggregate two (2) may be kept on any such lots without such consent.

SECTION XVIII. BILLBOARDS PROHIBITED:

Except for entrance signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Developer, or agents of the Developer, no sign, billboards, objects or advertising devices of any character shall be erected, posted, displayed or permitted to remain upon any of the lots hereby restricted or upon or visible from within any improvement located upon such lot.

SECTION XIX. AUTOMOBILE REPAIRING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, ETC. No automotive repair or rebuilding, whether for hire or otherwise, shall occur on any of the lots hereby restricted except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage located on such lot.

SECTION XX. AIR CONDITIONERS.

No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of any residence.

SECTION XXI. OFFENSIVE ACTIVITIES:

No noxious or offensive activities, as so defined by the owners of a majority of the lots within **PIPER LANDING**, shall be carried on upon any lot, nor shall anything be done hereon which may be or may become an annoyance to the neighborhood.

SECTION XXII. MISCELLANEOUS PROVISIONS:

(a) Exterior Clothes Lines and Poles: No exterior clothes lines or poles may be erected or maintained on any of the lots hereby restricted.

(b) Exterior Christmas Lights and/or Decorations: No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted except during a sixty (60) days period beginning November 15th of each calendar year.

(c) Dogs Running at Large: Dogs shall be confined. No dog shall be allowed to run at large on the lots or tracts hereby restricted.

(d) Occupancy Permit Required: No residence on any of the lots hereby restricted shall be occupied until an occupancy permit, applicable thereto, has been issued by the City of Kansas City, Kansas.

e Dumping of Trash: No trash, including concrete, construction materials and yard debris shall be placed or dumped on any undeveloped lot or common area in **PIPER LANDING**.

SECTION XXIII. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of **PIPER LANDING**.

SECTION XXIV. DURATION OF RESTRICTIONS:

Each of the restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, unless amended as provided herein, for a term of thirty (30) years from the date this Declaration is filed for record, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10)

years. Provided, however, that the covenants, conditions and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than 85 percent of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 75 percent of the Lot Owners; provided, however, no such amendment shall be effective unless made and recorded in the office of the Recorder of Deeds of Wyandotte County, Kansas, one (1) year in advance of the effective date of such change.

SECTION XXV. RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and shall bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of the lots hereby restricted and with its successors and assigns, and with each of them, to conform to and to observe said restrictions as to the use of said lots and the construction of improvements thereon. No restriction herein set forth shall be personally binding upon any corporation, person or persons except in respect to breaches committed during its, his, her or their seizing of, or title to said land. Developer, its successors and assigns, and also the owner or owners of any of the lots hereby restricted, 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 restrictions above set forth, in addition to any ordinary legal action for damages, and the failure of Developer, its successors or assigns, or any owner or owners of any lot hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter. Developer may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect contained in a deed to any lot restricted hereby, assign or convey to any person or corporation, all of the rights, reservations and privileges herein reserved by or granted to it in respect to all or any part of said lots, and upon such assignment or conveyance being made, 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 those directly reserved by or granted to them in this instrument.

SECTION XXVI. ADDITION OF OTHER LAND. Developer shall have and expressly reserves the right from time to time to add such other land as it may now own or hereafter may acquire to the operation of the provisions of this Declaration of Restrictions by executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Wyandotte County, Kansas, however, nothing herein shall be interpreted to mean that any adjoining land shall be developed for single residences only, and in no way shall the restrictions be interpreted to that adjoining ground may not be used for multiple family residences or for any other lawful purpose.

SECTION XXVII. SUCCESSORS OF PIPER PARTNERS, LLC Any and all rights, reservations, interests, privileges and/or powers of Developer hereunder may be assigned and transferred by Developer with or without notice to or consent of the Lot Owners.

SECTION XXVIII. INAPPLICABILITY TO PIPER PARTNERS, LLC The restrictions contained in this Declaration regarding use of the lots shall not apply to the activities of the Developer, which may maintain, while developing the subdivision or constructing or selling homes upon lots, in or upon such part thereof as Developer determines, such facilities as in its sole discretion may be necessary or convenient to its activities, including, but not limited to, offices, storage areas, model homes and signs.

IN WITNESS WHEREOF, the undersigned Developer has caused this instrument to be executed this 1st day of April, 2008.

PIPER PARTNERS, LLC.

Steven A. Van Lerberg
by STEVEN A. VAN LERBERG, MEMBER

4/1/2008
Date

STATE OF KANSAS,)
SS:)
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 1st day of April, 2008, before me, a Notary Public in and for said County and State, came STEVEN A. VAN LERBERG, MEMBER of PIPER PARTNERS, LLC, a corporation duly organized, incorporated and existing under and by virtue of the laws of the state of Kansas, who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public Wendy M. Hoelting
My term expires 8/2/10



209
16

*Same Rtn to:

**SUPERIOR LAND TITLE, LLC
13215 SHAWNEE MISSION PARKWAY
SHAWNEE, KS 66216**



NO. 7534 P. 10

2008R-08268

REGISTER OF DEEDS
WYANDOTTE COUNTY, KS
RECORDED ON

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REC FEE: 10.00

TECHNOLOGY FEE: 6.00

PAGES: 3

Bk:5515 Pg:702 704

Title of Document:	Consent, Ratification & Agreement to Application and Incorporation of Declaration of Restrictions
Date of Document:	April 1, 2008
Grantor(s):	G. W. Homes LLC Cherry Homes, LLC
Grantor's Address:	11908 W. 64th Shawnee KS 66216
Grantee:	Piper Partners, LLC
Grantee's Mailing Address:	11908 W. 64th Shawnee KS 66216
Legal Description:	LOT 2,5,17 and 34, Piper Landing, 1st Plat

**CONSENT, RATIFICATION, & AGREEMENT
TO APPLICATION AND INCORPORATION OF DECLARATION OF
RESTRICTIONS, PIPER LANDING, 1ST PLAT, TO LOTS 2, 5, 17 AND 34 ,
PIPER LANDING, 1ST PLAT, A SUBDIVISION IN THE CITY OF WYANDOTTE
COUNTY, KANSAS.**

G.W. Homes, LLC and Cherry Homes, LLC owners (the "Owners") of the following legally described real estate:

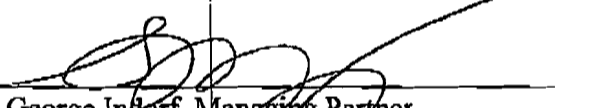
Lot 5, 17 , Piper Landing, 1st Plat, a subdivision in Wyandotte County, Kansas.

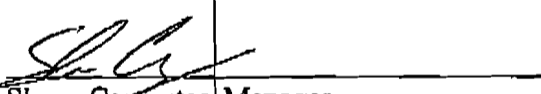
Lot 2 , 34 , Piper Landing, 1st Plat, a subdivision in Wyandotte County, Kansas.

respectively (the "Lots"), hereby covenant, consent, ratify, and agree that the Declaration of Restrictions, Piper Landing 1st Plat, (the "Declarations") recorded concurrently with this Document in Book 5515 at Page 693 in the Register of Deeds Office for Wyandotte County, Kansas, shall be held, sold, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, subject to the easements, restrictions, covenants, and conditions, and shall run with the land, which are set forth in the Declarations, which are for the purpose of protecting the value and desirability of the Lots and shall be binding on all parties having any right, title, or interest in or to the Lots, or any part thereof, as well as their respective heirs, personal representatives, successors, and assigns, and these easements, restrictions, covenants, and conditions shall inure to the benefit of each owner of the Lots or any part thereof.

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners, and their respective heirs, personal representatives, successors, and assigns, hereby consent, ratify, covenant and agree that all of Owner's right, title, and interest in the Lots, are and shall at all times continue to be subject and subordinate to the easements, restrictions, covenants, and conditions set forth in the Declarations

In Witness Whereof, the Parties hereto have executed this Agreement the day and year first above written.


George Inhoff, Managing Partner
Owner of Lot 5 and 17, Piper Landing, 1st Plat, a subdivision in Wyandotte County, Kansas

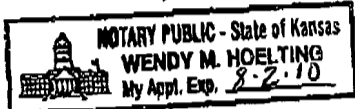

Shane Carpenter, Manager
Owner of Lot 2, Piper Landing, 1st Plat, a subdivision in Wyandotte County, Kansas AND LOT 34,

ACKNOWLEDGMENT

STATE OF Kansas)
COUNTY OF Johnson) ss.

On this 19th day of April, 2008, before me, a Notary Public, personally appeared George Indorf, Managing Member of GW Homes, LLC known to me to be the person who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

In Witness Whereof, I have set my hand and official seal on the date last above written.



Wendy M. Hoelting
Notary Public

My Commission Expires:

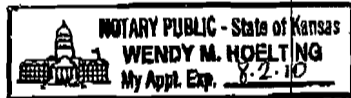
8/2/10

ACKNOWLEDGMENT

STATE OF Kansas)
COUNTY OF Johnson) ss.

On this 5 day of May, 2008, before me, a Notary Public, personally appeared Shane Carpenter, Member of Cherry Homes, LLC known to me to be the person who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

In Witness Whereof, I have set my hand and official seal on the date last above written.



Wendy M. Hoelting
Notary Public

My Commission Expires:

8/2/10