

DECLARATION OF RESTRICTIONS
TO
BEL-AIR HEIGHTS

WHEREAS, the Kansas Housing Corporation, Inc., a Kansas corporation, is the owner and proprietor of BEL-AIR HEIGHTS, a subdivision in Johnson County, Kansas, which plat was recorded in the office of the office of the Register of Deeds of Johnson County, Kansas, under Document No. 553658 and duly recorded in Plat Book No 20, at Page 67; and

WHEREAS, the said Kansas Housing Corporation, Inc., has heretofore dedicated to the public all of the streets and roads shown on said plat for the use by the public and

WHEREAS, the Kansas Housing Corporation, Inc., now desires to place certain restrictions on those lots in said subdivision as shown on said plat except Lot 24, Block 1, thereof, for the use and benefit of itself and its respective grantees.

NOW, THEREFORE, in consideration of the premises, the Kansas Housing Corporation, Inc., for itself and for its successors, and assigns, and for its and their future grantees, hereby agrees that all of the lots shown on the above described plat except Lot 24, Block 1, thereof, which is hereby expressly exempted from these restrictions, shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED

For the purpose of these restrictions, the word "street" shall mean any street road, drive, or avenue of whatever name as shown on said plat of BEL-AIR HEIGHTS.

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

The word "lot" may mean either any lot as platted or any tract or tracts of land as conveyed, which may consist of one or more lots or part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from Kansas Housing Corporation, Inc., or from its successors and assigns. A corner lot shall be deemed to be any lot as platted or any tract of land as conveyed having more than one street contiguous to it, provided that for the purpose of these restrictions Lot 28 and 30, Block 5 and Lot 31, Block 11, shall not be deemed to be corner lots.

PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now own or shall hereafter acquire any interest in the above enumerated lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 1983, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION 1 USE OF LAND

None of the lots hereby restricted maybe improved, used or occupied for other than private residence purposes, and no flat nor apartment house though intended for residence purposes may be erected thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designed for occupancy by a single family. No business buildings shall be erected nor business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

SECTION II REQUIRED HEIGHT OF RESIDENCES

Any residence erected on any of the lots hereby restricted shall not be more than one and one-half stories in height, provided, however, that a residence more than one and one-half stories in height may be erected thereon with the consent in writing of Kansas Housing Corporation, Inc.

SECTION III FRONTAGE OF RESIDENCES ON STREETS

Any residence erected wholly or partially on any of the following lots, or on any part or parts thereof, as indicated in this Section, shall front or present a good frontage on the street or streets designated, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street, designated, and on any corner lot it shall mean that the residence shall front or present a good frontage on the streets designated, as follows:

- IN BLOCK 1: Lot 1 on both Outlook Drive and Beverly Street
 Lot 13 on both Beverly Street and Lamar Avenue
 Lots 2 and 12, both inclusive, on Beverly Street
 Lots 14 to 23, both inclusive, on Lamar Avenue
- IN BLOCK 2: Lot 1 on both Outlook Drive and 91st Street
 Lot 6 on both 91st Street and Beverly Street
 Lot 11 on both Beverly Street and Outlook Drive
 Lots 2 to 5, both inclusive, on 91st Street
 Lots 7 to 10, both inclusive, on Beverly Street
 Lots 12 and 13, on Outlook Drive
- IN BLOCK 3: Lot 1 on both 91st Street and Dearborn Street
 Lot 10 on both Dearborn Street and Outlook Drive
 Lot 11 on Outlook Drive
 Lot 12 on both Outlook Drive and Beverly Street
 Lot 18, on both Beverly Street and 91st Street
 Lot 2 to 9, both inclusive, on Dearborn Street
 Lots 13 to 17, both inclusive, on Beverly Street

- IN BLOCK 4: Lot 1 on both Beverly Street and Outlook Drive
Lot 2 on Outlook Drive
Lot 3 on both Outlook Drive and Dearborn Street
Lot 15 on both Dearborn Street and Horton Street
Lot 16 on Horton Street
Lot 17 on both Horton Street and Beverly Street
Lots 4 to 14, both inclusive, on Dearborn Street
Lots 18 to 26, both inclusive, on Beverly Street
- IN BLOCK 5: Lot 1 on both Outlook Drive and Somerset Drive
Lot 16 on both Somerset Drive and 94 Street Terrace
Lot 21 on both 94th Street Terrace and Lamar Avenue
Lot 25 on both Lamar Avenue and Beverly Street
Lot 26 on both Beverly Street and Horton Street
Lot 43 on both Dearborn Street and Outlook Drive
Lots 2 to 15, both inclusive, on Somerset Drive
Lots 17 to 20, both inclusive, on 94th Street Terrace
Lots 22 to 24, both inclusive, on Lamar Avenue
Lot 27 on Horton Street
Lots 28 to 30, both inclusive, on that cul-de-sac formed by the
confluence of Horton Street and Dearborn Street
Lots 31 to 42, both inclusive, on Dearborn Street
- IN BLOCK 6: Lot 1 on both Lamar Avenue and 94th Street Terrace
Lot 6 on both 94th Street Terrace and Somerset Drive
Lot 7 on Somerset Drive
Lot 8 on both Somerset Drive and 95th Street
Lot 12 on both 95th Street and Lamar Avenue
Lot 13 on Lamar Avenue
lots 2 to 5, both inclusive, on 94th Street Terrace
Lots 9 to 11, both inclusive, on 95th Street
- IN BLOCK 7: Lot 1 on both Somerset Drive and 94th Street Terrace
Lot 10 on both 94th Street Terrace and Outlook Drive
Lot 11 on both Outlook Drive and 95th Street
Lot 21 on both 95th Street and Somerset Drive
Lot 22 on Somerset Drive
Lots 2 to 9, both inclusive, on 94th Street Terrace
Lots 12 to 20, both inclusive, on 95th Street
- IN BLOCK 8: Lot 1 on both Somerset Drive and 94th Street
Lot 8 on both 94th Street and Outlook Drive
Lot 9 on both Outlook Drive and 94th Street Terrace
Lot 18 on both 94th Street Terrace and Somerset Drive
Lot 19 on Somerset Drive
Lots 2 to 7, both inclusive, on 94th Street
Lots 10 to 17, both inclusive, on 94th Street Terrace

- IN BLOCK 9: Lot 1 on both Outlook Drive and Woodson Street
Lot 10 on both Woodson Street and 94th Street
Lot 11 on 94th Street
Lot 12 on both 94th Street and Somerset Drive
Lot 21 on both Somerset Drive and Outlook Drive
Lots 2 to 9, both inclusive, on Woodson Street
Lots 13 to 20, both inclusive, on Somerset Drive
- IN BLOCK 10: Lot 1 on both Woodson Street and Outlook Drive
Lot 10 on both Outlook Drive and 94th Street
Lot 11 on both 94th Street and Woodson Street
Lots 2 to 9, both inclusive, on Outlook Drive
Lot 12 to 18, both inclusive, on Woodson Street
- IN BLOCK 11: Lot 1 on both Nall Avenue and 92nd Street Terrace
Lot 13 on both 92nd Street Terrace and 92nd Street
Lot 14 on 92nd Street
Lot 15 on both 92nd Street and Outlook Drive
Lots 2 to 12, both inclusive, on 92nd Street Terrace
Lot 16 to 31, both inclusive, on Outlook Drive
- IN BLOCK 12: Lot 1 on both Somerset Drive and Reeds Drive
Lot 12 on both Somerset Drive and Outlook Drive
Lot 13 on Outlook Drive
Lot 14 on both Outlook Drive and 92nd Street
Lot 24 on both 92nd Street and Reeds Drive
Lots 2 to 11, both inclusive, on Somerset Drive
Lot 13 to 23, both inclusive, on 92nd Street
- IN BLOCK 13: Lot 1 on both Reeds Drive and Somerset Drive
Lot 13 on both Somerset Drive and Outlook Drive
Lot 14 on both Outlook Drive and Dearborn Street
Lot 24 on both Dearborn Drive and 91nd Street
Lot 25 and 32 on both 91st Street and Outlook Drive
Lots 33 on 91st Street
Lot 34 on both 91st Street and Reeds Drive
Lot 35 and 36 on Reeds Drive
Lots 2 to 12, both inclusive, on Somerset Drive
Lot 15 to 23, both inclusive, on Dearborn Street
Lot 26 to 31, both inclusive, on Outlook Street
- IN BLOCK 14: Lot 1 on both Reeds Drive and 91st Street
Lot 2 on 91st Street
Lot 3 on both 91st Street and Somerset Drive
Lot 4 on Somerset Drive
Lots 5 on both Somerset Drive and Reeds Drive
Lot 6 both Reeds Drive

IN BLOCK 15: Lot 1 on both Somerset Drive and Reeds Drive
 Lot 4 on both Somerset Drive and Outlook Drive
 Lot 8 on Outlook Drive
 Lot 9 on both Outlook Drive and 92nd Street
 Lot 2 and 3 on both 92nd Street and Reeds Drive
 Lots 5 to 7, both inclusive, on Somerset Drive
 Lot 10 to 14, both inclusive, on 92nd Street

IN BLOCK 16: Lot 1 on both 92nd Street Terrace and 92nd Street
 Lot 6 and 11 on both 92nd Street and Reeds Drive
 Lot 14 on both 92nd Street and Nall Avenue
 Lot 18 on both Nall Avenue and 92nd Street Terrace
 Lots 2 to 5, both inclusive, on 92nd Street
 Lot 7 to 10, both inclusive, on Reeds Drive
 lots 12 and 13 on 92nd Street
 Lots 15 to 17, both inclusive, on Nall Avenue
 Lot 19 to 26, both inclusive, on 92nd Street Terrace

It is provided, however, that if any part less than the whole of any corner lot is acquired by the owner of an inside lot contiguous to said corner lot, then, as to the part of such corner lot so acquired, the provisions hereof requiring a residence erected on a corner lot to front or present a good frontage on two or more streets shall not be operative, but the part of the corner lot so acquired shall be deemed to be a part of the inside lot to which it is contiguous, as to the restrictions governing the frontage of the residence on the street, and said part of any such corner lot so acquired shall be subject to the restrictions applicable to the inside lot.

SECTION IV SETBACK OF RESIDENCES FROM STREET

(a) No part of any residence or fence, 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 line or the side building line shown on said plat of BEL-AIR HEIGHTS on the lot or lots on which such residence may be erected, provided, however, that Kansas Housing Corporation, Inc., 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; provided, however, that no fences or walls more than two feet high may be erected nearer the front street than the front building line of the house as erected nor nearer the side street than the side building line of the house as erected; and provided further that no building line maybe moved more than three feet nearer to any front or side street than the said front or side building lines as shown on the plat of BEL-AIR HEIGHTS.

(b) Those parts of the residence which may project to the front of and be nearer to the front streets and the side streets than the front building lines and the side building lines shown on said plat, and the distance which each may project are as follows:

(c) Window Projections: Bay, bow, or oriel, dormer and other projecting windows not exceeding one story in height may project beyond the front building lines and the side building lines not to exceed three (3) feet.

(d) 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 lines and the side building lines not to exceed four (4) feet.

(e) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed four (4) feet.

(f) Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building lines not to exceed six (6) feet; on corner lots unenclosed, covered porches, balconies and porte cocheres may project beyond the side building lines not to exceed six (6) feet.

SECTION V REQUIRED SIZE OF RESIDENCE

Any residence erected on the following lots:

IN BLOCK 2:	Lots 11 and 12
IN BLOCK 3:	Lots 10 and 12
IN BLOCK 4:	Lots 2 and 3
IN BLOCK 5:	Lots 1 and 43
IN BLOCK 11:	Lot 1
IN BLOCK 13:	Lots 13 and 14
IN BLOCK 14:	Lot 3
IN BLOCK 15:	Lots 1 to 4, both inclusive
IN BLOCK 16:	Lots 14 to 18, both inclusive

of BEL-AIR HEIGHTS, shall contain a minimum of 1600 square feet of enclosed floor area, and any residence one and one-half stories in height erected on any of said lots shall contain a minimum 1150 square feet of such enclosed floor area on the first floor thereof.

Any residence erected on the following lots:

IN BLOCK 1:	Lot 1
IN BLOCK 2:	Lots 1 to 6, both inclusive and Lot 13
IN BLOCK 3:	Lots 1, 9, 11, 13, and 18
IN BLOCK 4:	Lots 1 and 26
IN BLOCK 13:	Lots 15, 24, 25, 32, 33, and 34
IN BLOCK 14:	Lots 1 and 2

of BEL-AIR HEIGHTS, shall contain a minimum of 1400 square feet of enclosed floor area, and any residence one and one-half stories in height erected on any of said lots shall contain a minimum of 1,000 square feet of such enclosed floor area on the first floor thereof.

Any residence erected on the following lots:

IN BLOCK 1:	Lots 2 to 23, both inclusive
IN BLOCK 2:	Lots 7 to 10, both inclusive
IN BLOCK 3:	Lots 2 to 8, both inclusive Lots 14 to 17, both inclusive
IN BLOCK 4:	Lots 4 to 25, both inclusive
IN BLOCK 5:	Lots 2 and 42, both inclusive
IN BLOCK 6:	All of the lots therein
IN BLOCK 7:	All of the lots therein
IN BLOCK 8:	All of the lots therein
IN BLOCK 9:	All of the lots therein
IN BLOCK 10:	All of the lots therein
IN BLOCK 11:	Lot 2 to 31, both inclusive
IN BLOCK 12:	All of the lots therein
IN BLOCK 13:	Lots 1 to 12, both inclusive Lots 16 to 23, both inclusive Lots 26 to 31, both inclusive, and Lots 35 and 36
IN BLOCK 14:	Lot 4, 5, and 6
IN BLOCK 15:	Lots 1 to 13, both inclusive
IN BLOCK 16:	Lots 1 to 13, both inclusive, and Lots 19 to 26, both inclusive

of BEL-AIR HEIGHTS, shall contain a minimum of 1200 square feet of enclosed floor area, and any residence one and one-half stories in height erected on any of said lots shall contain a minimum of 850 square feet of such enclosed floor area on the first floor thereof.

The words "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floor 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 basements, garages, porches, or attics; provided, however, that certain interior areas above the first floor need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

Tri-level houses shall be considered to be one-story houses. If space on the garage level be improved as part of the general dwelling area of the residence to the extent of at least ten percent of the minimum enclosed floor area required herein for one-story houses, the total of the enclosed floor areas on the living room level and the bedroom level shall constitute at least ninety percent of the said minimum enclosed floor area required. In the event that less than ten percent of the minimum enclosed floor area required for one-story houses is not so improved on the garage level, then the total of the enclosed floor areas on the living room level and the bedroom level shall constitute one hundred percent of the said minimum enclosed floor area required herein.

Kansas Housing Corporation, Inc., hereby reserves the right to reduce any of the enclosed floor area requirements set forth above, provided such total reduction for any one residence may not exceed five (5) percent of such minimum enclosed floor area requirements for such residence.

SECTION VI FREE SPACE REQUIRED

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth above in Section IV, erected or maintained in any of the lots hereby restricted, or on any part or parts thereof, as shown on the aforesaid plat, shall not occupy more than eighty (80) percent of the width of the lot on which it is erected, measured in each case on the front building line produced to the side lines of the lots, whichever line is of greater length, without the approval in writing of Kansas Housing Corporation, Inc. No building shall be located nearer than eight (8) feet to an interior side lot lines measured in each case on the front building lines as shown on the aforesaid plat; provided, however, that Kansas Housing Corporation, Inc., shall have any hereby does reserve the right to permit, by consent given in writing, a building located within five (5) feet of an interior side lot line. In no case however, shall a minimum distances between dwellings of less than sixteen (16) feet, measured in each case on the front building line as shown on the aforesaid plat, be maintained. No dwelling shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum building setback lines nor shall any dwelling be erected or placed on any lot having an area of less than eight thousand seven hundred and fifty (8750) square feet.

SECTION VII RIGHT TO APPROVE PLANS

No residences or outbuildings may be erected on or moved onto the above described property unless and until the plans, elevation, location, and grade thereof have been submitted to Kansas Housing Corporation, Inc., and by it approved in writing; nor shall any change or alteration be made in the exterior design of any such residence or outbuilding after the original construction thereof, until approval thereof has been given in writing by Kansas Housing Corporation, Inc. Anything in this Declaration of Restrictions to the contrary notwithstanding, Kansas Housing Corporation, Inc., its successors and assigns, shall have and do hereby reserve the right to determine the location of all building upon the respective lot or lots, except as it may be restricted in the making of such determination by the provisions of Sections IV and VI herein, and the relation of the top of the foundation thereof to the street level.

SECTION VIII MAINTAINING SIGHT DISTANCE

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 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 feet from the intersection of the street 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 MATERIALS

Exterior walls of all buildings, structures and appurtenances thereto shall be of brick, stone, wood shingles, wood sidings, wood paneling, glass blocks, plate glass or any combination thereof. Windows, doors and louvers shall be of wood or metal and glass. Roofs with a pitch of three inches or more per foot shall be covered with wood shingles, wood shakes, slate or tile. Roofs with a pitch of less than three inches per foot shall be covered with pitch and gravel, wood shingles, wood shakes, slate or tile. 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 Kansas Housing Corporation, Inc. All wood exteriors, except roofs and shake sidewalls shall be covered with not less than three coats of good paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six months.

SECTION X OUTBUILDINGS PROHIBITED

No building or other detached structures appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of Kansas Housing Corporation, Inc.

SECTION XI 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, without the consent in writing of Kansas Housing Corporation, Inc.

SECTION XII LIVESTOCK AND POULTRY PROHIBITED

No livestock or poultry and no more than two dogs or two rabbits may be kept or maintained upon any of the lots hereby restricted without the consent in writing of Kansas Housing Corporation, Inc.

SECTION XIII BILLBOARDS PROHIBITED

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of Kansas Housing Corporation, Inc.; provided, however, that permission is hereby granted for the erection and maintenance of not more than two advertising boards on each lot or tract as sold and conveyed, which advertising boards shall not be more than six square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which they are erected.

SECTION XIV AUTOMOBILE REPAIRING AND STORAGE OF
AUTOMOBILES, BOATS, TRAILERS, ETC.

No automotive repair or rebuilding or any other form of automotive manufacture, 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 built on the said premises and permitted under other provisions of these restrictions.

No automobile, truck, motorcycle, motorbike, motor scooter, airplane, house trailer, boat trailer, or trailer of any other type or description may be stored upon any of the lots hereby restricted except that such storage (except storage for hire) shall be permitted within the confines of any building built on any of the lots hereby restricted and permitted under other provisions of these restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two automobiles in running condition and in a reasonable state of repair and reservation on any driveway permitted to be maintained on any of the lots hereby restricted.

SECTION XV EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of BEL-AIR HEIGHTS.

SECTION XVI DURATION OF RESTRICTIONS

Each of the restrictions herein set forth shall continue and be binding upon Kansas Housing Corporation, Inc. and upon its successors and assigns, until December 31, 1983, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title to more than fifty percent of the front feet of all of the lots hereby specifically restricted, and set forth in this instrument, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on December 31, 1983, or at the end of the any successive five-year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing of the same for record in the office of the Register of Deeds of Johnson County, Kansas, prior to December 21, 1983, or at least ten days prior to the expiration of any successive five-year period after December 31, 1983.

SECTION XVII RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and 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 observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin(?) of, or title to said land; and Kansas Housing Corporation, Inc., 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 ordinary legal actions for damages, and failure of Kansas Housing Corporation, Inc., its successors or assigns, or any owner or owners of any lot or lots 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. Kansas Housing Corporation, Inc. may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign these rights, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

IN WITNESS WHEREOF, Kansas Housing Corporation, Inc., by authority of its Board of Directors, has caused these prese(?) to be executed by its President and its corporate seal to be hereto affixed this _____ day of _____, _____.

BE IT REMEMBERED, That on this _____ day of _____ 1958 before me the undersigned, a Notary Public in and for said county and state, came Walter W. Meyer, President of Kansas Housing Corporation, Inc., and R. C. Wagner, Secretary of said corporation, who are personally known to me to be the same persons who executed the within instrument of writing and as President and Secretary, respectively, and said Walter W. Meyer as President of said corporation duly acknowledged the execution of the same as President of said corporation; and R. C. Wagner, Secretary of said corporation duly acknowledged the attestation of the same as such secretary for and on behalf of said corporation, and that he affixed thereto the common seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and the year last above written.