



Register of Deeds - Tonya Buckingham

Doc.#/Flm-Pg: 29988855

Receipt #: 2188490
Pages Recorded: 16

Recording Fee: \$276.00

Cashier: ghunt

Authorized By

Tonya Buckingham

Date Recorded: 09/15/2020 12:07:05 PM



Please do not remove this cover page, it has become part of this document

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| Grantor | PARK HOMEOWNERS ASSOCIATION |
| Grantee | PARK ADDITION |
| Type of Document | PLAT.DECL |
| Recording Fees | \$276.00 |
| Mtg Reg Tax | \$0.00 |
| Total Amount | \$276.00 |
| Return Address | PARK HOMEOWNERS ASSOCIATION HANDED BACK TO CUSTOMER |

DECLARATION OF COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, The Park, a Kansas Limited Partnership, being the owner of all the following described real estate, to wit:

Lots 64 thru 94, Block 1; Lots 2 thru 11, Block 4; Lots 14 thru 134, Block 5; Lots 1 thru 25, Block 6 and Reserve "A"; The Park, an Addition to Wichita, Sedgwick County Kansas; Together with lots 1 thru 12 Block 1; Lots 1 thru 18, Block 2; Lots 2 thru 12, Block 3 and Reserve "A"; Wilderness at The Park Addition to Wichita, Sedgwick County, Kansas; together with Lots 1 thru 3, Block 1, Wilderness at The Park 2nd Addition to Wichita, Sedgwick County, Kansas; together with Lots 1 thru 18, Block 1 and Reserve "C", The Park 4th Additions to Wichita, Sedgwick County, Kansas; (1)

do hereby impose the following protective restrictions and covenants upon the above described real estate and they shall be filed for record in the office of the Register of Deeds of Sedgwick County, Kansas; and each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land, or any interest therein, and shall inure to and pass with each and every building site, and shall bind the respective successors in interest of the present owners thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon the lots and blocks above described, except certain of the restrictions which shall not be uniformly applicable to all lots, as hereinafter set forth, and all are to be construed as restrictive covenants running with the title to such lots.

1. Definition of Terms

- 1.1. "Residential building site" or "building site" shall mean any lot or portion thereof, or two or more contiguous lots, or portions thereof, upon which a dwelling unit, with appurtenances, may be erected in conformance with these covenants.
- 1.2. "Single-family dwelling unit", or "dwelling unit" shall mean and include one integral unit, with appurtenant structures, designed and constructed for use as a residence for one family, which may also include adult children (legal & guardian), parents and grandparents. (1)

DECLARATION OF COVENANTS

- 1.3. "Detached single family dwelling" shall mean and include a building, with appurtenant structures, which shall not be connected to or attached to any other dwelling unit. It shall not mean any flat, apartment, multi-family dwelling, patio home, townhouse, duplex, triplex or four-plex, even though they may be intended for residential purposes.
- 1.4. "Attached single-family dwelling" shall mean a dwelling unit which is incorporated into a single building which may contain two or more dwelling units, but intended to be under separate owner-ship from other dwelling units within such a building. The same shall not include a duplex, triplex or four-plex.
- 1.5. "Duplex", "Triplex" and "Four-Plex", shall mean and include single structures with two, three or four dwelling units within a single building, under single ownership.
- 1.6. "Out building" shall mean any enclosed, covered structure not directly attached to a dwelling unit to which it is appurtenant. Such shall not be defined to mean a carport, which structures are expressly prohibited.
- 1.7. "Improvements" shall mean and include a new dwelling unit as herein defined, out buildings, fences, walls, hedges and other usual appurtenances now common to dwelling usage.
- 1.8. "Front and side street building set back line or lines" shall mean the minimum distance which a dwelling unit may be set back from the front and/or side lot lines, respectively, if applicable.
- 1.9. "Side building site line" shall mean the boundary or property line dividing two adjoining building sites, if any.
- 1.10. "Common Area" shall mean and include Reserve "A", The Park Addition, Reserve "A", Wilderness at The Park Addition and Reserve "C", The Park 4th Addition to Wichita, Sedgwick County, Kansas. (1)
- 1.11. "Homeowners Association" shall refer to The Park Homeowners' Association, No. 1, a Kansas non-profit corporation and the By-Laws thereof and all rules and regulations promulgated pursuant to said Articles and By-Laws.

2. Residential Businesses

DECLARATION OF COVENANTS

2.1. All lots are for residential purposes only. No manufacturing or repair business of any kind shall be maintained, practiced or permitted on any building site or in any detached outbuilding. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any building site or any dwelling unit or appurtenant structure or outbuilding erected therein. (1)

2.1.1. No day care providers or other small businesses operated within the homeowner's residence shall permit their clients to have access to the amenities or recreation areas of the Homeowners Association. (1)

3. Garage Conversions

3.1. No garage may be converted into apartments or income producing quarters. (1)

4. Construction Limitations

4.1. No previously constructed building, dwelling unit or outbuilding may be moved onto a building site, except that the constructions of prefabricated homes from a recognized manufacturer may be permitted. No dwelling unit, or any part thereof, nor any appurtenant structure to be used in conjunction with a dwelling unit may be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any lot, provided however, temporary construction sheds or the like may be utilized during the period of construction of a dwelling unit or units upon any lot or lots.

5. Setback Exceptions

5.1. In addition to the other requirements and restrictions set forth herein, the following requirements shall control with regard to Lots 67 to 134, inclusive, Block 5; Lots 1 to 25, inclusive, Block 6; and Lots 2 to 11, Block 4, Lots 1 - 18, Block 1, The Park 4th Addition; Lots 1 -12, Block 1, Lots 1 - 18, Block 2, and Lots 2 - 12, Block 3, Wilderness at The Park Addition and Lots 1 - 3, Block 1, Wilderness at The Park 2nd Addition, to Wichita, Sedgwick County, Kansas. All improvements shall be set back a minimum of twenty-five (25) feet from the front lot line; there shall be a side yard setback on each side of not less than six (6) feet, provided however, any outbuilding appurtenant to a detached single-family

DECLARATION OF COVENANTS

dwelling shall not be required to be setback more than three (3) feet from an interior side lot line when all parts of said outbuilding are located more than one half (1/2) the depth of the lot behind the front property line; and there shall be a rear yard having a depth of not less than twenty (20) feet. Provided further, no outbuilding shall be constructed on any platted or recorded easement. Only one detached single family dwelling, with appurtenant structures, may be constructed upon each of said lots. (1)

- 5.2. In addition to the other requirements and restrictions set forth herein, the following requirements shall control with regard to Lots 2 to 94, inclusive, Block 1; Lots 1 to 18, inclusive, Block 2; and Lots 14 to 66, inclusive, Block 5. All improvements shall be set back

a minimum of five (5) feet from the front property line, provided however, a garage appurtenant to a single-family dwelling, either attached or detached, which is front load from the street, shall be setback a minimum of twenty (20) feet from the street right-of way. Side yard setbacks shall be zero (0) feet for attached single-family dwellings,

provided however, in no event shall separate buildings be permitted closer to each other than ten (10) feet. No rear yard setback shall be required.

6. Tanks

- 6.1. No elevated tanks of any kind shall be erected, placed or permitted on any part of any building site subject to these covenants.

7. Livestock and Pets

- 7.1. No livestock, chickens, fowls, or other animals, except the usual and ordinary number of family pets, shall be kept by the occupants of any dwelling unit constructed upon a building site.

8. Utility Lines and Cable Television

- 8.1. All electrical service, telephone lines and cable television service shall be placed under ground and no outside service to any dwelling unit shall be permitted, provided however, overhead electric lines may be permitted to serve lighting of the streets and common area. Any part or all of this restriction may be waived by the undersigned.

DECLARATION OF COVENANTS

9. Signs, etc.

9.1. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided however, permission is hereby granted for the erection and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall not be more than six (6) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the building site upon which it is erected. (1)

9.1.1. Garage sale signs may be placed per city code, one (1) day prior to the start of garage sale and must be picked up on the last day of the sale. (1)

9.1.2. Political or fundraising signs may be placed per city code, fifteen (15) days prior to an election or fundraising completion date and removed on Election Day or fundraising completion day. Under no circumstances may any of these signs be erected for more than fifteen (15) days. (1)

9.1.3. HOA signs in commons areas and around the pool are permitted with Board of Directors approval. (1)

9.1.4. Small Home Security or No Soliciting sticker signs are allowed on front and back doors, as well as small plastic or metal signs on a stake, up close to the home, provided they are kept in good condition. (These security and soliciting signs must be approved by the Board of Directors.) Residents should refer to the City of Wichita regulation Section 24.04 for additional guidance. (1)

9.1.5. Flags may be present on individual lots as long as they are properly and neatly displayed on a dedicated flagpole or on-structure or ground surface mounting bracket. (1)

10. Nuisance

10.1. No lot or any of the common area shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot or common area to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot or common area that will emit foul or obnoxious odors, or that will cause any noise that will

DECLARATION OF COVENANTS

or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

- 10.1.1. Refuse containers, including recycling containers shall not be stored on the 'street' side of the house. Refuse containers should be stored in back or side of the house and out of site from the street, if possible. Refuse containers shall not be left out on the street curb for collection for more than 24 hours, before and after collection. (1)
- 10.1.2. Grass/lawn/weeds shall not be over 8 inches in height, including areas around fences, walkways, residential structures and areas around the residence on any residential lot. The Park Homeowners Association will be responsible for maintaining the Commons areas. (1)
- 10.1.3. Trash, litter & newspapers on residential lots must not create an eyesore to the neighborhood and should be properly disposed of at all times. (1)
- 10.1.4. No toys, bicycles, baby pools, wheelbarrows and tools/equipment shall be left in the front of the house or scattered on the lawn when not in use. Construction material must be promptly removed immediately at the end of the repair or renovation project. (1)
- 10.1.5. Tree limbs, leaf and grass piles shall not be allowed to accumulate on any residential property. Disposal of such material on any common area including subdivision forest areas is not permitted. (1)
- 10.1.6. Excessive barren areas in the front lawn or excessive weed areas are not permitted and should be repaired as soon as possible. (1)
- 10.1.7. Missing or broken shutters, gutters or downspouts, window screens and windows must be replaced or repaired as soon as possible. (1)
- 10.1.8. Missing or decaying siding or trim, broken lattice or broken railings must be repaired as soon as possible. Painted or stained residential home surfaces that have faded, discolored, peeled, shifted or cracked, or surfaces with excessive mildew so as to discolor need to be repaired as soon as possible to maintain the integrity of the sub-division. (1)

DECLARATION OF COVENANTS

10.1.9. Holiday displays shall not be constructed more than 30 days prior to the stated holiday and shall be removed within 21 days after the given holiday date. (1)

10.1.10. Burning of trash, leaves, construction remnants, etc., is not allowed on any subdivision lot or common area. Use of a dedicated fire pit/chimenea/grill is allowed if not subject to a city-wide burning ban caused by dry environmental conditions. (1)

11. Mining

11.1. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum or other hydrocarbon products or minerals of any kind be produced or extracted therefrom.

12. Construction

12.1. All exterior alterations of dwelling units or structures upon any of the lots or additions/modifications to dwelling units or structures on such lots must be approved by the Architectural Control Board prior to construction by a licensed contractor, licensed by the City of Wichita, Kansas. (1)

12.1.1. No used building materials may be incorporated in any improvement without prior approval by the Architectural Board. Minor repairs of such structures may be assumed by the homeowner but may be inspected by the Architectural Control Committee (Reference Section 17). Repairs and replacements with the same material and style does not require Architectural Control Committee approval. (1)

13. Drainage

13.1. Drainage ways shall conform to the requirements of all lawful public authorities.

14. Commercial Vehicles

14.1. Light commercial vehicles (one ton and under) owned or operated by any resident can be parked in the driveway between the street and garage. Overnight parking of any commercial/construction vehicles on any subdivision street is not allowed. Construction vehicles/equipment/trailers may be present during approved building projects, during work hours only. Construction dumpsters are allowed but must be parked in the driveway and not on the street. (1)

DECLARATION OF COVENANTS

15. Homeowners' Association

15.1. For the purpose of maintaining the common area and any community facilities, of every kind and nature required or desired within the area, for the general use and benefit of all the building site owners whose building sites are subject to these covenants, each and every building site owner, in accepting a deed or contract for any building site, agrees to and shall be a member of and be subject to the obligations and duly enacted By-Laws and rules of The Park Homeowners' Association, No. 1, a Kansas non-profit corporation. The Articles of Incorporation and By-Laws of such corporation shall be filed for record and the same are specifically incorporated herein by reference.

16. Fences, screening, television antennas and vehicle parking

16.1. Fences/Screens: No fences or other screening shall be allowed in the front setbacks of any lot. Plans for new fence construction or modifications to current fences must be submitted to and approved by the Architectural Control Committee before start of construction. Maintenance to current or established fence structures does not require prior approval. Fences that have failed parts or damaged by storms need to be repaired as soon as possible. (1)

16.2. Technology Receivers/Antennas: Television/Internet/Radio receiver satellite dishes or antennas shall not be allowed in the front setback of any residential lot, if possible. Satellite dishes and other antennas must be positioned in a non-conspicuous place not visible from the street in front of the home, if possible. Satellite receiver dishes shall not exceed the width of 36 inches. Two-way communication antennas shall be positioned in a non-conspicuous location not visible from the street in front of the home. Residents are urged to proactively work with satellite dish and antenna installers to select the most appropriate location. Variation requests and questions regarding size or location can be submitted to the Architectural Control Committee. (1)

16.3. Vehicular Parking: Inoperable vehicles shall not be parked in driveway or on the street for more than fifteen (15) days. All vehicles must be legally tagged. (1)

16.3.1. No vehicles shall be parked in yards or on any grass surface of any residential lot or common area. (1)

17. Architectural Control

DECLARATION OF COVENANTS

17.1. In lieu of restrictions heretofore commonly used governing minimum cost or square foot area of dwelling units, both of which have proven inadequate in protecting existing or future property owners because of the fluctuating value of the dollar and the changing designs, customs and trends in home building, these covenants shall and do hereby provide that no dwelling unit or other improvements, including fences, as herein defined, shall be erected, placed or altered on any building site in said Addition until the building or other improvements plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony for external design, including the height of said improvements, with existing structures in the Addition, and as to location of the improvements with respect to topography, grade and finished ground elevation by the Architectural Control Committee as hereinafter provided. The Architectural Control Committee, its successors or assigns, shall not be liable in damages to anyone so submitting plans for approval, or to any other owner or owners of building sites covered by this instrument by reason of mistaken judgment, negligence or non-feasance of themselves arising out of or in conjunction with the approval or disapproval, or failure to approve any such plans. In the event the Architectural Control Committee fails to approve or disapprove such design, height and location within thirty (30) days after said plans and specifications have been submitted, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of this paragraph or without the written approval required, and no suit to enjoin the erection, establishment or alteration of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with.

17.1.1. The Architectural Control Committee is composed of members delegated by the HOA Board. Architectural Project Request Submission forms are available on the subdivision website (www.parkbark.org), or from any board member. (1)

17.2. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, a majority of the remaining members shall have full authority to designate a successor. Neither the members of the

DECLARATION OF COVENANTS

Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

18. Term of Restriction

18.1. These restrictive covenants shall run with the land and be binding upon all persons using, occupying or owning such property and their respective heirs, successors and assigns thereof until the Annual Members Meeting in 2020, at which time these restrictive covenants shall be automatically extended for successive periods of ten years each unless by a vote of a majority in number of the then owners of the building sites subject to these restrictions, as shown by the records in the office of the Register of Deeds of Sedgwick County, Kansas, it is agreed to change said restrictions or covenants in whole or in part. If any building site is owned by more than one person, the owners of such a building site shall be collectively entitled to one vote. (1)

19. Violations

19.1. If any person shall violate or attempt to violate any of the restrictions herein set forth, it shall be lawful for any resident in said addition, Homeowners Association Board of Directors or any one of its members, to prosecute in any court of competent jurisdiction, up to and including small claims court and binding arbitration, any legal proceeding or in equity against the person or persons so violating or attempting to violate any such restriction, either for the purpose of preventing him/her or from doing so, or to recover damages for such violation. In the event such action is taken, the losing party will be responsible for all costs, including all actual court costs, all actual court fees, all actual attorney fees, and interest at the highest rate allowed by law. Any waiver of the enforcement of any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of any future or successive violations.

20. Invalidity

20.1. In the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

21. Rental Property (2)

21.1. No lot or dwelling unit may be used for any purpose other than a single-family residence.

21.2. No lot or dwelling unit may be rented to or occupied by any person other than the titled owner or owners and immediate family (collectively, "Homeowner"), except: (a) during the temporary period of absence of the Homeowner(s) due to service in the armed forces of the United States of America; (b) during any other temporary period of absence of the Homeowner(s), not-to-exceed eighteen (18) months. For the purposes of this section, "immediate family" includes the Homeowner and the Homeowner's parents, grandparents, children and grandchildren.

21.3. The provisions of this section will not apply to dwelling units which are rented by the Homeowner to one or more non-owner residents on the date of the adoption of these covenants. For all such rental arrangements, the following covenants apply:

21.3.1. The Homeowner is liable to The Park Homeowners Association for all breaches of the covenants and bylaws by the Homeowner, tenants, and/or guests including without limitation clean-up of trash or debris, mowing, or other upkeep, use of the dwelling unit and common areas, and payment of The Park Homeowners Association dues as required by the covenants or bylaws now existing or as may be amended.

21.3.2. No later than September 1, 2020, the Homeowner renting a dwelling unit to a non-owner must provide The Park Homeowners Association,

inwriting, with the full names of all tenant occupants, telephone and email contact information for all occupants; confirmation that the Homeowner has provided the tenants with The Park Declaration of Covenants, and the current address, telephone number, and email of the Homeowner (Reference 21.4.3).

21.3.3. The exception described in this paragraph 21.3 will continue until the conveyance of any full or partial interest in the dwelling unit, by deed, operation of law, or in any other manner, to any person or entity not in title as of the date of the adoption of these covenants; at which time the exception will become automatically inapplicable to the dwelling unit. No interest in the dwelling unit may be transferred unless all violations have been corrected and all fines paid. In the event of transfer or attempted transfer of any interest in the dwelling unit, unpaid assessed fines will remain collectible by The Park Homeowners Association against the Homeowner.

21.4. The provision of the Section 21 may be enforced by The Park Homeowners Association in the following manner:

21.4.1. In the event of the violation of this Section 21, The Park Homeowners Association may provide the Homeowner, and if applicable the dwelling unit tenant(s), written notice describing the violation and stating the action to be taken to correct the violation.

21.4.2. The Homeowner and, if applicable, the tenant(s) will have fourteen (14) days after the mailing or delivery of the notice within which to correct the violation described in the notice.

21.4.3. In the event of failure to correct the violation within the fourteen (14) day period, a fine of \$250 will be assessed on the 14th day against the Homeowner. If the violation has not been corrected by the 30th day after notice of violation has been given to the Homeowner, a fine of \$500 will be assessed, and fine of \$500 will be assessed every 30 days thereafter until the violation is corrected. The total of all assessed fines will become a consensual lien against the dwelling unit, prior to all other liens or

interests except ad valorem real estate taxes, and may be enforced by lien foreclosure, direct action by The Park Homeowners Association against the Homeowner, or both. In addition, The Park Homeowners Association may prohibit the Homeowner's tenants, if any, from the use of the common area spaces and facilities until the violations have been corrected (Reference 19.1).

21.4.4. A failure to enforce The Park Homeowners Association remedies for any violation of these covenants or bylaws will not operate as a waiver of the same or any future violation.

21.4.5. It is not allowed to temporarily rent any home including Vacation Rental By Owner (VRBO), Airbnb, etc.

21.5. Notice given under this Section 21 may be served as follows:

21.5.1. If to the Homeowner, by personal delivery of the written notice, or by certified mail, return receipt requested, postage prepaid, addressed to the homeowner at the most recent address given to The Park Homeowners Association by the Homeowner.

21.5.2. If to the Homeowner's tenant(s), by personal delivery of written notice, or by posting the written notice at a conspicuous place of ingress and egress at the dwelling unit.

21.5.3. If to The Park Homeowners Association, by personal delivery to The Park Homeowners Association Present then serving, or by certified mail, return receipt requested, postage prepaid, addressed to The Park Homeowners Association, P.O. Box 12682, Wichita, Kansas 67277-2682.

21.5.4. Mailed notice will be considered served when properly addressed and deposited in the United States mail. Failure of delivery will not constitute a defense to mail service which is made as provided in this Section 21.5.

The Park Homeowners Association

22. Roofing Material Specifications (1)

22.1. Class A asphalt, laminate, fiberglass or wood shake shingles may be used provided that they meet the following requirements:

22.1.1. The shingles shall have a manufacturer's warranty of at least 30 years.

22.1.2. The shingles shall be installed in strict compliance with the manufacturer's instructions.

22.1.3. Reference the City/County regulations regarding the maximum layers of shingles based on the shingle type selected.

22.1.4. All roofs shall be 100% wood shake or 100% approved alternative. No combination of roofing products will be permitted.

Document Change Key

(1) Indicates the item was amended by special vote of all members of Park Homeowners Association, No. 1 September 2, 2016 and confirmed by Park Homeowners Directors on January 10, 2017.

(2) Indicates the item was amended by special vote of all members The Park Homeowners Association No. 1 September 8, 2020 and confirmed by The Park Homeowners Directors on September 14, 2020.

Approval Certificate

The foregoing was amended by a mail vote of the entire membership of The Park Homeowners' Association No. 1 and adopted as the Covenants of The Park Homeowners' Association No. 1, a corporation, not for profit, under the laws of the State of Kansas, at a meeting of the Board of Directors held on September 14, 2020.

The Park Homeowners' Association:

Vergil Esau - President
Vergil Esau, President

Date: 9-15-2020

Attested:

Janice Capps
Janice Capps, Secretary

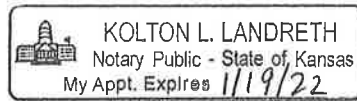
Date: 9/15/2020

This instrument was acknowledged before me on September 15, 2020 by Vergil Esau, President of The Park Homeowners' Association No. 1 and attested by Janice Capps, Secretary of The Park Homeowners' Association No. 1 on behalf of whom instrument was executed.

Kolton L. Landreth

Notary Public

Sedgwick County Kansas



My appointment expires: 1/19/22

To All Homeowners: The above Declaration of Covenants is faithful representation of the legal documentation on file with the Register of Deeds, Sedgwick County Kansas. The official record of these covenants are filed on Doc # 29676655 9/15/20 VE 3-14-17 inclusive and are to be referenced for any legal purpose. Any errors or omission in this document are to be considered non-binding in the event that the error or omission is in conflict or contradicts the official filed version of these covenants.

The Park Homeowners' Association, No. 1 Board of Directors
A Kansas Limited Partnership

