

**AMENDED**  
**BYLAWS OF**  
**KIMBALL TOWNHOME ASSOCIATION, INC.**

These Amended Bylaws of Kimball Townhome Association, Inc. amends the original Bylaws dated 8/1/2007. The purpose of these amendments to the original Bylaws were to change the wording from Developer-based to Owner-based content. After approval from two-thirds (2/3) of the eligible voting members of the Association, these Covenants became effective 1/1/22. This amended version takes precedence over, supersedes and revokes all previous versions issued to this effective date of revision.

**ARTICLE ONE**

**OFFICES**

The principal office of the Corporation in the State of Kansas shall be located at 240 Levee Dr., Suite 2, Manhattan, Riley County, Kansas, 66502.

**ARTICLE TWO**

**PURPOSES AND OBJECTS**

In amplification of the purposes for which the Corporation has been formed as set forth in

the Articles of Incorporation, the purposes and objects are as follows:

- (A) To maintain a community designed for safe, healthful, and harmonious living.
- (B) To promote the collective and individual property and civic interests and rights of

all persons and Association owning property or lots within the following described tracts, to wit:

Lots 1A through and including 20B in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas, said Lots being a part of the following described tract:

A tract of land in the Southwest One-Quarter (SW ¼) of Section 10, in Township 10 South, Range 7, East of the Sixth Principal Meridian in the City of Manhattan, Riley County, Kansas, described as follows: Beginning at the Northeasterly Corner of Tract A in Four Winds Village, an addition to said City of Manhattan; thence North 30°36'42" East, 455.10 feet measured vs. 455.28 feet deed; thence South 89°21'36" East, 312.77 feet measured vs. 312.75 feet deed to the West line of Kimball Avenue; thence on a curve to the right with a radius of 1,577.04 feet an arc distance of 173.23 feet; chord of said curve being South 28°24'59" West, 173.14 feet along the West line of said Kimball Avenue; thence South 31°33'48" West, 380.71 feet along the west line of said Kimball Avenue; thence on a curve to the left with a radius of 1,697.03 feet an arc distance of 360.21 feet, chord of said curve being South 25°28'57" West, 359.53 feet along the West line of said Kimball Avenue; thence South 24°51'34" West, 718.35 feet measured vs. 718.41 feet deed along the West line of said Kimball Avenue to the North line of Anderson Avenue in said City of Manhattan; thence North 59°14'48" West 267.23 feet measured vs. 267.25 feet deed along the North line of said Anderson Avenue to the Southeast Comer of said Four Winds Village; thence North 20°32'07" East, 614.01 feet measured vs. 613.92 feet deed along the East line of said Four Winds Village; thence North 30°30'32" East, 409.94 feet measured vs. 409.96 feet deed along the East line of said Four Winds Village to the POINT AND PLACE OF BEGINNING, and All of Tract A in FOUR WINDS VILLAGE, an Addition to the City of Manhattan, Riley County, Kansas. All of said tract contains 12.03 acres, more or less. Subject to all public roads, easements, reservations, restrictions, covenants, and conditions, if any, now of record.

The above-described tract contains the following Lots situated in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas, to wit: Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B,

11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 19B, 20A, and 20B, together with certain lands designated as Common Area on the recorded Plat of said Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas. These Bylaws shall apply only to Lots 1A through and including 20B in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas, and to those lands designated as Common Area on the recorded Plat of said Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas. These Bylaws shall apply to any future addition to Lot 21 in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas.

(C) To care for the landscaping and other improvements, and to provide for the maintenance or establishment or construction of any structures, public easements, grass plots, and any facilities of any kind dedicated to community use and other open spaces and other ornamental features within the above-described tract, which now exist, or which may subsequently be installed or constructed.

(D) To manage, or arrange for, or otherwise provide or contract for, snow removal, lawn mowing, bush and tree trimming, and garbage or trash removal within and upon the above-described real estate.

(E) To provide for oversight or require the repair, painting, and upkeep of the exterior of all townhomes located on Lots 1A through and including 20B in Kimball Townhomes Addition, including the painting of Townhome Units in whole or in part, and the roofing or re-roofing of such Units.

(F) To ensure the Conservation and Drainage Easement as shown on the Plat of the

Development are protected according to City agreement.

(G) To enforce conditions, covenants, restrictions, and reservations as set forth in the Declaration of Protective Covenants for the Kimball Townhomes Addition; to aid and cooperate with the members of the Kimball Townhome Association and all property owners in the above Addition in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now or may hereafter be in existence; and to counsel with the City of Manhattan and the Planning or Zoning authorities having jurisdiction in relation to any zoning that may affect any portion of the subject property.

(H) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of lots and Townhome Units situated within the above-described tracts, and their property interests in the Subdivision.

(I) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.

(J) To arrange social and recreational functions for its members.

(K) To exercise any and all powers that may be delegated to it by the owners of real property in the tract.

(L) This Corporation shall not engage in political activity or pursue political purposes of any kind or character.

(M) Nothing herein shall prohibit the Association from contracting with any private company or organization to perform any or all duties and obligations contained herein, or to

manage the Association and the Townhome community.

### **ARTICLE THREE**

#### **DEFINITIONS**

As used herein the following words and terms shall have the following meanings:

'Lot' shall mean and refer to each of the above described Lots delineated and numbered 1A through and including 20B in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas. Each lot is held and sold by private owners for the exclusive purpose of constructing Townhomes, all in compliance with the covenants, conditions, restrictions, and easements set forth in any applicable Declaration of Protective Covenants filed in the Office of the Register of Deeds of Riley County, Kansas, as to the above real estate. The term lot shall not include Lot 21 in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas, and said Lot 21 shall not be subject to these Bylaws.

The 'Owner' shall mean and refer to the 'owner of record,' his/her or its successors or assigns, whether one or more persons or entities of the fee simple fee title to any of the Lots which are a part of the above-described real estate (being lots 1A through and including 20B) in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas. Owners include contract sellers but exclude those having such interest merely as security for the performance of an obligation.

The 'Association' shall mean and refer to the Kimball Townhome Association, Inc., its successors or assigns. The Association is a nonprofit corporation governed by these Bylaws, whose purpose is set out in the Articles of incorporation and these Bylaws.

The 'Architectural Review Board' or 'ARB' shall consist of not fewer than one nor more than three persons appointed by the Board of Directors.

The 'Board of Directors' shall mean and refer to the appointed or elected board established by these Bylaws to execute policies and decisions of the membership, enact the Association's objectives, and exercise the supervision, control and direction of the Association, and to carry out those other duties and responsibilities as provided for by the Bylaws.

The 'Bylaws' of the Association shall mean and refer to these Bylaws duly adopted by the Association which shall govern the affairs of the Association such as membership, fees and dues, assessments, meetings, officers, elections, committees, mail vote, amendments, liabilities, funds and dissolution.

'Townhome Unit' means one single-family residential unit which is joined together with one additional single-family duplex or townhome residence by a common wall or walls, and/or roof, and/or foundation. The term Townhome shall not mean an apartment as that term is defined by the statutes of the State of Kansas.

## **ARTICLE FOUR**

### **MEMBERS**

(A) Class of Members. The Corporation shall have one class of members. The qualifications and rights shall be as follows:

- (1) Every beneficial owner, as distinguished from a security owner, of any of the following lots, to wit: Lots 1A through and including 20B in Kimball Townhomes, an Addition to the city of Manhattan, Riley County, Kansas, as particularly described in these bylaws, shall be a member. Membership shall be mandatory and irrevocable and may not

be separated from ownership of any lot

- (2) Membership shall include an undertaking to comply with and be bound by the Articles of the Incorporation, these bylaws and amendments to them, and the policies, rules and regulations at any time adopted by the Association in accordance with these bylaws
- (3) Membership in the Kimball Townhome Association shall terminate on such member's ceasing to be a beneficial owner of a lot in the property described in these bylaws.

(B) Voting Rights: Each member in good standing (includes dues paid in full) shall be entitled to vote on each matter submitted to a vote of the members. A member shall have one vote for each residential Lot of which he or she is a beneficial owner. Where two or more owners own a lot, only one vote for such Lot or unit owned shall be allowed, and such joint owners shall designate and register with the Secretary of the Association the name of that owner entitled to cast such single vote.

- (1) At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary.
- (2) The Board of Directors is authorized to establish regulations providing for voting by mail.
- (3) Assignment of Rights. With the written consent and approval of the Board of Directors, a beneficial owner who is a member of the Kimball Townhome Association may assign his or her membership rights to a tenant residing in or on the beneficial owner's building site or unit. Such assignment shall be affected by filing with the Association a written notice of assignment signed by the beneficial member and approved by the Board of Directors.

## ARTICLE FIVE

### MEETINGS OF MEMBERS

(A) Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing Directors shall be held in Riley County, Kansas, in December of each year, beginning in December of the year 2008. The time and place shall be fixed by the Directors.

(B) Regular Meetings. In addition to the annual meetings, regular meetings of the members shall be had at such time and place as shall be determined by the Board of Directors.

(C) Special Meetings. A special meeting of the members may be called by the Board of Directors. A special meeting of the members must be called within 30 days by the President, or the Board of Directors, if requested by not less than 30% of the members having voting rights.

(D) Notice of Meetings. Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally, or by mail, or by e-mail to each member entitled to vote at such meeting, not less than ten (10) days before the date of such meeting, or at the direction of the Secretary.

(E) Quorum. The members holding fifty (50) percent of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting without further notice

(F) Proxies. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after six months from the date of its execution, unless otherwise provided in the proxy.

(G) Voting by Mail. Where Directors or Officers are to be elected by members, or

where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the Board of Directors shall determine.

(H) Proxies. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after six months from the date of its execution, unless otherwise provided in the proxy.

## **ARTICLE SIX**

### **BOARD OF DIRECTORS**

(A) General Powers. The affairs of the Kimball Townhome Association shall be managed by the Board of Directors. The Board of Directors shall be subject to instructions by a majority of the total membership at a regular meeting of the members, or subject to the approval of a majority of the total membership as expressed by a vote of the membership. The Board of Directors shall: procure and maintain adequate liability and hazard insurance on the property owned by the Association; cause any common areas to be maintained in a high-quality manner, including landscaping, maintenance, and replacement; determine the annual assessment for each lot, as provided by these Bylaws; and perform such other acts and duties as provided by the Articles of Incorporation and these Bylaws. For good cause, the Board of Directors may suspend or terminate, temporarily or permanently, the right of a member, or the right of any other person, to utilize or have access to any of the common areas of facilities of the Association.

(B) Number, Tenure, and Qualifications. There shall be three (3) directors consisting of President, President protem and Secretary/Treasurer. Each Director shall be a member of the Kimball Townhome Association and shall hold office for a term of two years. The Members shall elect the Board of Directors of the Association as provided herein.

(C) Regular Meetings. The Board of Directors shall meet regularly at least once per year, at a time and place it shall select.

(D) Special Meetings. A special meeting of the Board of Directors may be called by or at the request of the President or of any two Directors.

(E) Notices. Notice of any special meeting of the Board of Directors shall be given at least ten (10) days prior to such meeting, by written notice delivered personally, sent by email, or sent by mail to each Director. Any Director may waive notice of any meeting.

(F) Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at such meeting, a majority of the Directors present may adjourn the meeting, without further notice.

(G) Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

(H) Vacancies. A Director appointed or elected to fill a vacancy shall be appointed or elected for the un-expired term of his or her predecessor in office.

## **ARTICLE SEVEN**

### **OFFICERS**

(A) Officers. The Officers of the Corporation shall be a President, President protem who shall be one of the Directors of the Corporation, and a Secretary/Treasurer.

(B) Qualifications and Method of Election. All Officers of the Corporation shall be

elected by the Board of Directors and shall serve for a term of one year. The President shall be a member of the Board of Directors.

(C) President. The President shall preside at all meetings of the Corporation and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Corporation, and shall serve as a member ex officio of all standing committees. President protem serves in the absence of the President.

(D) Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Corporation and of the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all corporate records. The Secretary/Treasurer shall receive all corporate funds, keep them in a bank or other savings institution approved by the Board of Directors and pay out funds only on notice signed by the Secretary/Treasurer and by one other officer. The Secretary/Treasurer shall be a member ex officio of the finance committee.

(E) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the Board of Directors for the unexpired portion of the term.

## **ARTICLE EIGHT**

### **ARCHITECTURAL REVIEW BOARD**

(A) The Association shall have a standing committee to be called The Architectural Review Board (ARB) to review and implement the requirements of this section. The ARB shall consist of not fewer than one nor more than three persons. Members of the Board of Directors may also serve as members of the Architectural Review Board.

(B) Architectural considerations and preservation of natural amenities shall be part of

the planning objectives in the development of Kimball Townhomes Addition. The items outlined herein are not intended to be unduly restrictive or inflexible, but rather to be used as standards to attain and maintain a desirable level of consistency and quality in community appearance and generally maintain property values throughout Kimball Townhomes Addition.

(C) Pursuant to the Declaration of Protective Covenants, no building, structure, or improvement including, but not limited to basement excavation, grading, walls, major landscaping, etc., shall be commenced, constructed, or maintained on any Lot, nor shall any exterior addition, change, or alteration thereto be made until proposed improvement plans have been submitted and approved in writing by the Architectural Review Board. Generally, improvement plans will include, but not be limited to:

- (1) A site plan indicating property lines, location of proposed structure(s) and/or site improvements, and location of easements and setbacks.
- (2) A floor plan(s) indicating wall lines, room use, window and door locations, and overall structure dimensions.
- (3) Exterior, street facing elevation indicating architectural treatment, roof line, window and door openings, exterior materials and colors, and proposed ground line
- (4) No fences will be allowed, including side yard, front yard, and back yard fences, except for temporary or permanent fences installed by the Developer, or temporary fences installed by the Builder during the construction of a Townhome Unit, or except

as may otherwise be provided by the Restrictive Covenants and these Bylaws.

- (5) All improvements shall be constructed and maintained in accordance with approved plans. The Architectural Review Board shall use its discretion and reasonable judgment in evaluating and passing upon all such plans and shall not be liable to any person for its actions in connection with submitted plans and specifications.
- (6) The Architectural Review Board shall act upon the plans and specifications submitted within seven (7) working days after receipt of all first-time construction and within thirty (30) days for homeowner revisions and additions. If no action is taken by the ARB within the specified periods, the plans shall be deemed approved. Should the ARB reject a plan or request for changes and the plans are resubmitted, the ARB shall have ten (10) days upon which to act on the resubmitted plans.
- (7) Approval of plans by the ARB or the Association in no way abates or deletes compliance with or the securing of any approvals, permits, codes, or ordinances which may be required by the City of Manhattan or Riley County, now or in the future.
- (8) In order to maintain the Addition in a visually attractive manner and appearance for the mutual benefit and protection of all the

owners of lots in the Addition, the Association, by and through the Architectural Review Board, shall have the authority to require the owner(s) of any Townhome Unit to make repairs to the exterior of any such Townhome Unit, including the painting of such unit in whole or in part, and the roofing or re-roofing of such unit. By way of a general guideline, each Townhome Unit should be painted or re-painted as deemed appropriate by the ARB. If the owner shall fail to make or commence any such repair (including painting or re-painting or roofing or re-roofing) within sixty days of notice in writing by the ARB to make any such repair, then the ARB may arrange for the making of such repair or repairs, and the cost thereof shall be paid by such owner forthwith and within thirty (30) days of the completion of such repair or work. If an owner shall fail to pay for the cost of any repairs or improvements or work required hereunder, within the time period set out herein, then such cost may be assessed against such owner's lot pursuant to the provisions of these Bylaws, and the Association shall have a lien upon such lot for the cost of such repairs or work, and the Association shall have the right to foreclose such lien as provided by the laws of the State of Kansas and these Bylaws, or to commence legal proceedings against such owner(s). By

purchase of a lot, an owner who fails to comply with the provisions of this paragraph shall be deemed to have consented to the granting of a lien upon such lot as provided herein.

- (9) The members of the Association may terminate or modify the authority of the Architectural Review Board by amendment of these Bylaws.

## ARTICLE NINE

### FEES, DUES, AND ASSESSMENTS

(A) Purposes. Homeowner's Dues and Assessments levied by the Association shall be used for the care of the landscaping and other improvements; for the maintenance or establishment or construction of any structures, public easements, grass plots, and any facilities of any kind dedicated to community use and other open spaces and other ornamental features within the above described tract, which now exist or which may subsequently be installed or constructed; for snow removal, lawn mowing, bush and tree trimming, and trash and garbage removal, within and upon the above described real estate; for the general recreation, health and safety, and welfare of the Owners; and for repairs and improvements required to be made by an Owner by the ARB. Except as provided otherwise by these Bylaws, the dues and assessments for the Association shall be determined annually by the Board of Directors.

(B) Homeowner's Dues. The Board of Directors shall determine the annual amount of Homeowner's Dues to be paid by owners, and the commencement date of any such dues.

(C) Obligations and Liens. The Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is obligated and agrees to pay to the

Association (1) homeowner's dues or charges; (2) special assessments under such terms and conditions as are herein provided; and (3) assessments against such Owner's lot pursuant to Article IX(G). The homeowner's dues, special assessments, and any assessments under Article IX(G), together with penalties, interest, costs, and reasonable attorney's fees, shall be a charge on the Owner's land and shall be a continuing lien upon the property against which dues or each such assessment is made until paid. Dues and assessment(s), associated expenses, and obligations shall pass with the land to successor Owner in title. Further, no sale or transfer shall relieve such Lot from liability for any dues or assessments thereafter becoming due or from the lien thereof. The Association shall, upon request, and for a reasonable charge, furnish a certificate signed by the Treasurer of the Association setting forth the dues and assessments owed to date on the specified Lot.

(D) Delinquent Obligations. If any dues or assessment, including any assessment under Article IX(G), are not paid within thirty (30) days after January 1 of each year, or within thirty (30) days of the due date thereof if the due date is other than January 1, a ten percent (10%) penalty shall be added to the unpaid balance. The Association may bring an action at law against the Owner personally obligated to pay the dues or assessment or foreclose the lien against the property. No Owner may waive or otherwise avoid liability for the dues or assessments provided for herein by abandonment of his Lot. No Owner may waive or otherwise avoid liability for the dues or assessments provided for herein by waiver of the use or enjoyment of any of the common areas and facilities or services.

(E) Collections. Except as otherwise provided herein, both homeowner's dues and special assessments [but excluding assessments under Article IX(G)] must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis. Homeowner's dues

shall commence on all Lots subject to such dues on the first day of the month, and such homeowner' s dues shall be prorated as of the 1st day of the month following the sale of the Lot and Townhome Unit and shall be due the first day of the following month. The annual assessment period shall run from January 1 to December 31. The Treasurer shall immediately notify each Owner in writing of any increase in the annual assessments.

(F) Special Assessments. Special assessments, payable in installments or otherwise, may be authorized and levied as special dues for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction, repair, maintenance, or the replacement of a capital improvement referred to in these bylaws. Special assessments shall only be authorized by a two-thirds (66%) vote of concurrence and approval of those members present at the annual or special membership meeting of the Association. The provisions of this paragraph (F) shall not apply to assessments made under the provisions of Article IX(G).

(G) Notices-Increases and Special Assessments. The Board of Directors shall give written notice to all Owners and members of any meeting called for the purpose of considering or acting upon a proposal to increase Homeowner's Dues in excess of ten percent (10%), or to consider or act upon a proposal for a special assessment. The notice shall be mailed to all members not less than ten (10) days in advance of the meeting, and shall specify the time, date, and place of the meeting, the nature of the increase in the assessment, and the reason(s) therefore. The Board of Directors is authorized to increase the Homeowner's Dues by ten percent (10%) or less per annum, but shall first give reasonable notice of its intentions to do so to all members and shall hold a hearing to provide Owners and members an opportunity to express themselves on the subject. Increase in the Homeowner' s Dues in-excess-of ten percent (10%), or of a special assessment, may be approved by mail ballot when affirmative votes are received and signed by

sixty-six per cent (66%) of all members of the Association after such ballot has been completed. The mail ballot is to authorize such an assessment in lieu of those procedures to be followed at a meeting of the membership. Two thirds (2/3) of the Board of Directors shall concur with any proposal for a special assessment or the increase of the annual assessment in excess of ten percent (10%) before the proposal is submitted to the Association membership for its action.

## **ARTICLE TEN**

### **FISCAL YEAR**

The fiscal year of the Corporation shall be on a calendar year basis, commencing January 1 and ending December 31.

## **ARTICLE ELEVEN**

### **AMENDMENTS**

Any proposed amendment to these Bylaws, or to the Articles of Incorporation, or to the Declaration of Protective Covenants: must be submitted in writing at any regular or special meeting of the members of the Association. Notice of any proposed amendment, including the specifics of any proposed amendment, shall be submitted to the members, together with the notice of the meeting of the members, at least ten (10) days prior to such meeting. Such proposed amendment shall be read to the meeting by the Secretary and shall be printed on ballots distributed to all members by mail. A proposed amendment shall become effective when approved by a two thirds (2/3) majority of the members entitled to vote.

(1) The Bylaws were originally written in 2007 when the Association was incorporated.

At the 12/6/16 KTA Board Meeting, Kelly and Therese Adams, who were originally the officers representing the developers, resigned from the Board and the Board was

transitioned over to the owners of the Association to direct it.

- (2) The purpose of these amendments to the Bylaws was to change the wording from Developer-based to Owner-based content.
- (3) After approval from two-third (2/3) of the eligible voting members of the Association, these Amended Bylaws became affective 1/1/2022. This revision takes precedence over, supersedes and revokes all previous versions prior to this effective date of revisions.

**Kimball Townhomes Association President**

BY: JACK LINDQUIST Jack Lindquist  
Title: PRESIDENT

STATE OF KANSAS        )  
  )     s.s.  
COUNTY OF RILEY     )

Be it remembered, that on this 20 day of JANUARY, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack Lindquist, President of the Kimball Townhome Association, a corporation organized and existing under the laws of the State of Kansas, who is personally known to me to be the President of such corporation, and is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

Annette Lauppe

Notary Public



My Commission Expires: 9-23-25

**Kimball Townhomes Association Treasurer**

*Gary Bowman*

BY: GARY Bowman

Title: Treasurer

STATE OF KANSAS        )  
  )     s.s.  
COUNTY OF RILEY        )

Be it remembered, that on this 20th day of JANUARY, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gary Bowman, Treasurer of the Kimball Townhome Association, a corporation organized and existing under the laws of the State of Kansas, who is personally known to me to be the President of such corporation, and is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

Annette Lauppe

Notary Public

My Commission Expires: 9-23-25



**Kimball Townhomes Association President Protem**

BY: Ross Marsh  
[Signature]  
Title: President Protem

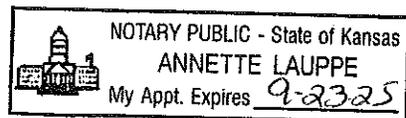
STATE OF KANSAS        )  
  )  
  )     s.s.  
COUNTY OF RILEY     )

Be it remembered, that on this 20<sup>th</sup> day of JANUARY, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ross Marsh, President Protem of the Kimball Townhome Association, a corporation organized and existing under the laws of the State of Kansas, who is personally known to me to be the President of such corporation, and is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

Annette Lauppe

Notary Public



My Commission Expires: 9-23-25