

DECLARATION AND AGREEMENT ESTABLISHING COVENANTS RESTRICTING USE OF LAND AS TO BUILDING SITES AND BUILDINGS AS TO SIZE, EXTERIOR ELEVATIONS, AND FACADES FOR HERITAGE SQUARE SOUTH, AN ADDITION TO THE CITY OF MANHATTAN, POTTAWATOMIE COUNTY, KANSAS

KNOW ALL PERSONS BY THESE PRESENT THAT: Heritage Square Land

Company, LLC, the owners of Lots one (1) through ten (10), inclusive, in Heritage Square South, an addition to the City of Manhattan, Pottawatomie County, Kansas, does hereby adopt the following restrictions and covenants applicable to all of the aforesaid lots in said addition and does hereby declare that all of the aforesaid lots in said addition shall be subject to the following covenants and restrictions to wit:

I. **General Purpose.** The real property described herein is subject to the covenants and restrictions, conditions, reservations, liens, and changes hereby declared to ensure the best use and the most appropriate development improvement for each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of the property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuited materials; to obtain harmonious color schemes; to ensure the highest and best development of said property; to encourage and secure the erection of attractive buildings thereon, with the appropriate locations thereon on the building sites to prevent haphazard and inharmonious improvement of building sites; to secure and maintain property setbacks from streets and adequate free spaces from structure; and in general, to provide adequately for quality of improvements on said property and thereby enhance the values and investments made by purchasers of building sites thereon.

ORIGINAL
COMPARED WITH RECORD



BETTY JO ABITZ
Register of Deeds
Pottawatomie County
Book: 501 Page: 37
Receipt #: 25882 Total Fees: \$48.00
Pages Recorded: 9
Date Recorded: 3/20/2007 12:43:03 PM

II. **Amendments to and Extension of Covenants.** The covenants shall run with the land and shall be binding upon all parties hereto and on all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then owners of the property has been recorded agreeing to change said covenants in whole or in part, it being understood that an owner shall be entitled to cast as many votes as he may own lots in said addition.

In addition, these covenants may be amended at any time by the written signature on said amendment of seventy-five percent (75%) of lot owners.

III. **Land Use; Cross Easements** The Tract is zoned PUD (Planned Unit Development) which permits a wide range of commercial uses. A Final Development Plan must be submitted to the City of Manhattan Planning and Zoning Department prior to submittal of Building Plans to the Code Department. The Final Development Plan shall be approved by the ARB (Architectural Review Board) prior to being submitted to Planning and Zoning. It is the intent of these covenants to attach parking lots and site buildings to be harmonious as to appropriate locations for each individual site as well as the entire development. To that end, each owner of a lot within this development hereby grants to the owners of other lots within the development, for the use of its employees, customers, and business invitees, in common with others entitled to use the same, a non-exclusive easement for the passage and parking of vehicles over and across the parking and driveway areas of such lot owner's tract, as the same may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveways, and sidewalk areas of such lot owner's

tract , as the same may from time to time be constructed and maintained for such use. The non-exclusive easement shall not impact any storage or display areas as depicted on the Final Development Plan for each individual lot as approved by the Architectural Review Board, City of Manhattan Planning and Zoning, and the City of Manhattan Code Department. The easements herein established shall be appurtenant to and for the benefit of each lot owner's tract, and shall be binding on, enforceable against, and burden each lot owner's tract.

IV. **Building Types.** All buildings erected on lots 1, 2, 3, 4, 5, 6, and 9 shall have all exterior surfaces where appropriate covered with brick, stone, split face block, E.I.F.S., stucco, or other similar masonry products. Architectural metal may be used only to "hi lite" certain areas. Lots 7, 8, and 10 may have typical metal building type siding on the rear side of the building if the rear side faces south. Typical metal building roofs shall be hid from view by parapets or similar structures. Architectural metal roof types and designs may be allowed on an individual basis by the Architectural Review Board . All exterior designs and colors must be approved by the Architectural Review Board prior to submitting the Final Development Plan to Planning and Zoning.

V. **Construction Deadlines.** After commencement of construction, the same shall be completed within a maximum period of twelve (12) months thereafter, excepting however, that this period may be extended by an additional three month period if said extension is made necessary by reasons of inclement weather, inability to obtain material, strikes, or act of God.

VI. **Utility Lines.** All electrical, telephone and cable television lines shall be underground. No overhead wiring of any nature will be allowed.

VII. **Antennas.** Any antenna associated with transmitting or receiving (i.e. television, radio, satellite) will be permitted in rear areas only and must be screened from view from adjacent properties. No such structure exceeding twelve (12) feet in height will be permitted. These restrictions apply to satellite dishes.

VIII. **Fences.** No fences, wall, or similar type of barrier of any kind shall be constructed, erected or maintained on any lot for any purpose whatsoever, except those fences or walls as may be approved by the Architectural Review Board and shown on the Final Development Plan.

IX. **Signage.** All signage shall be approved by the Architectural Review Board prior to submitting the Final Development Plan to Planning and Zoning. Signage shall be generally controlled as to types and quality by C-2 Zoning which is Neighborhood Shopping District. No Pole signs are allowed except on Lots 6, 7, 8, and 10. Maximum height to the top of Pole signs shall be 50 feet and shall not exceed a maximum total of 120 square feet of face area. Pole signs shall be skirted with masonry products or architectural metal to match buildings. Skirting shall be a minimum of 5' wide or as approved by the Architectural Review Board. Ground signs shall be permitted as per the PUD zoning. Recommended Signage on Building facades shall be Channel Letters. Logo signs on Building Facades must be approved by the Architectural Review Board and be approved in the Final Development Plan. Temporary sales aids and portable signs shall be prohibited. All lighted signs shall be back lit. No sign, billboards, or other advertising structure of any kind shall be erected, constructed, or maintained on any individual lot except as approved by the Architectural Review Board.

X. **Garbage and Trash Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All rubbish and trash shall be kept in containers and stored within a screened site out of the public view. Screening shall match the Building Facades and shall be designed as per the PUD requirements.

XI. **Landscaping.** All surface areas that are not covered by a building, sidewalk, storage area, parking lot, patio, pathway, or street paving shall have ground cover, shrubbery, grass, plants, or trees. Grass areas shall have an irrigation system and be properly maintained. Minimum landscape requirements are set forth in the PUD. More landscaping will be required in the Final Development Plan. Landscaping and irrigation shall be provided pursuant to a Landscaping Performance Agreement between the City of Manhattan and the Owner, which shall be entered into prior to issuance of a Building Permit. All landscaping and irrigation shall be maintained in good condition and be replaced, if needed, as per the original Landscape Plan. Landscape plans shall be approved by the Architectural Review Board prior to submitting the Final Development Plan to Planning and Zoning.

XII. **Lighting.** Light poles shall be provided as described in the PUD Zoning. Exterior Building lighting shall be of a cut-off design so as to not cast direct light or glare onto streets or adjacent property.

XIII. **Architectural Review Board (ARB).** There is hereby established an Architectural Review Board (ARB) which consists of no less than two (2) and no more than four (4) members. The initial members shall be Roger Schultz, Tim Schultz, and Thomas M. Farr. At the time that the Heritage Square South Association has been established the control of the

ARB shall be turned over to said Association. From that time on, all members of the ARB shall be elected by the Heritage Square South Association for terms of one (1) year.

The vote of a majority of the member shall constitute the action of the ARB on any matter before it.

The ARB shall exercise its best judgment to see that all buildings and improvements conform and harmonize with existing structures as to external design, quality, type of construction, site location, height, grade and finished ground elevation.

Neither the ARB nor any member, employee or agent thereof, shall be liable to any owner or tenant or to anyone submitting requests for approval, or to any other party by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such requests or for any other action in connection with its or their duties hereunder. Likewise, when anyone becomes an owner of a lot in the above described subdivision, and anyone so submitting requests to the ARB for approval, by becoming an owner or submitting such requests, agrees that they will not bring any action or suit to recover damages against the ARB, or any member, employee or agent of said Board.

XIV. Heritage Square South Association.

a. Membership. The Heritage Square South Association, a Kansas not for profit corporation, shall be established for the purpose of ownership of common areas, maintaining pedestrian easements, landscaping and planting areas of the subdivision entryways, mowing the State Road Right of Way along Highway 24, subdivision identification signs, architectural control, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners. Maintenance of

landscaping, snow removal, trash removal, etc., on individual lots shall be the responsibility of the lot owners or tenants, unless agreed upon by the future bylaws of the Association. It is recommended that these maintenance items be performed by one entity in their respective fields, but each lot owner or tenant has the option to not participate in this endeavor. Each and every lot owner, in accepting a deed or contract for any lot in the subdivision, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Heritage Square South Association, a Kansas not for profit corporation.

b. Assessments. Payment of dues and assessments to the Association shall be in such amounts and at such times as may be determined by the Association's Board of Directors.

c. Lien for Assessments. If any lot owner shall fail to make any such payments of dues and assessments when due, the amount thereof shall constitute a lien on said owner's lot upon the recording of a notice thereof by the Association in the Offices of the Pottawatomie County Register of Deeds, Pottawatomie County, Kansas.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgage foreclosure of real property. In any such foreclosure the owner shall be required to pay the cost and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees.

d. Certification of Assessment. Upon written request and upon payment of a reasonable fee not to exceed twenty five dollars (\$25.00), the Association shall

issue a written Certificate setting forth the amount of the current assessment and the date upon which such assessment becomes due, and credit for advanced payment or for prepaid items.

e. Association Board of Directors. The Heritage Square South Association shall elect a Board of Directors consisting of the President of the Association, the Vice-President of the Association, the Secretary/Treasurer of the Association, and a Member at Large. The board members shall serve a one year term.

XV. Enforcement. Enforcement of these covenants shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant, said action to be either to restrain violation or to recover damages.

XVI. Separability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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IN WITNESS WHEREOF, this Declaration has been executed this 20 day of March, 2007.

Heritage Square Land Company, LLC

By: Roger Schultz
Roger Schultz, Member

By: Tim Schultz
Tim Schultz, Member

By: Thomas M. Farr
Thomas M. Farr, Member

STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED that on this 20 day of March, 2007, before me, the undersigned a notary public in and for the county and state aforesaid, came Roger Schultz, Tim Schultz and Thomas M. Farr, members of the Heritage Square Land Company, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Kansas, who are personally known to me to be the same persons who executed the above foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Angela Schultz
Notary Public



My Appointment Expires:

**AMENDMENT TO
DECLARATION AND AGREEMENT ESTABLISHING COVENANTS RESTRICTING
USE OF LAND AS TO BUILDING SITES AND BUILDINGS AS TO SIZE, EXTERIOR
ELEVATIONS, AND FACADES FOR HERITAGE SQUARE SOUTH, AN ADDITION
TO THE CITY OF MANHATTAN, POTTAWATOMIE COUNTY, KANSAS**

KNOW ALL PERSONS BY THESE PRESENTS THAT: Heritage Square Land Company, LLC, a Kansas limited liability company, Boles Management, Inc., a Kansas corporation, and RAH NNN Properties, LLC, a Kansas limited liability company, as the owners of Lots 1 through 10 inclusive in Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, do hereby amend the Declaration and Agreement filed on said real estate and recorded with the Register of Deeds, Pottawatomie County, Kansas, in Book 501, at Page 37 on March 20, 2007. Specifically, Article XIII of said Declaration is amended to read as follows:

“Article XIII. Architectural Review Board (ARB).”

There is hereby established an Architectural Review Board (ARB) which consists of no less than two (2) and no more than four (4) members. Initial members shall be Roger Schultz, Tim Schultz and Thomas M. Farr. SCI of Manhattan, Inc., is hereby granted the exclusive authority to appoint members to the Architectural Review Board until such time as Heritage Square Land Company owns no more lots within this development. At such time as Heritage Square South Association owns no more lots within the development, the control of the ARB shall be turned over to said Association. From that time on, all members of the ARB shall be elected by the Heritage Square South Association for terms of one (1) year.

The vote of a majority of the members shall constitute the action of the ARB on any manner before it.

The ARB shall exercise its best judgment to see that all buildings and improvements conform and harmonize with existing structures as to external design, quality, type of construction, site location, heights, grade and finished ground elevation.

Neither the ARB nor any member, employee or agent thereof shall be liable to any owner or tenant or to anyone submitting request for approval, or to any other party by reason of mistaken judgment,



negligence, or nonfeasance, arising out of, or in connection with, the approval, disapproval, or failure to approve any such requests or for any other action in connection with its or their duties hereunder. Likewise, when anyone becomes an owner of a lot in the above described subdivision, and anyone so submitting requests to the ARB for approval, by becoming an owner, or submitting such request, agrees that they will not bring any action or suit to recover damages against the ARB or any member, employee or agent of said Board.”

The undersigned hereby ratify and confirm all other terms and conditions of the Declaration _____ described except as amended herein.

IN WITNESS WHEREOF, the parties have set their hands this 19th day of November, 2007.

Heritage Square Land Company, LLC

By: Tim Schultz
Tim Schultz, Member

Boles Management, Inc.

By: Byron R. Boles
Byron R. Boles, President

RAH NNN Properties, LLC

By: Carl Ruebedusch
Carl Ruebedusch, _____

STATE OF KANSAS, COUNTY OF RILEY, ss:.

On this 26 day of November, 2007, before me, appeared Tim Schultz, to me personally known, who, being duly sworn, did say that he is a Member of Heritage Square Land Company, LLC, a Kansas Limited Liability Company, and that the foregoing instrument was signed on behalf of the company, and by the authority of the company, and he further acknowledged the instrument to be the free act and deed of the company.

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

My Appointment Expires:



[Signature]
Notary Public

STATE OF Kansas, COUNTY OF Riley, ss:

On this 30 day of November, 2007, before me, appeared Byron R. Boles, to me personally known, who, being duly sworn, did say that he is the President of Boles Management, Inc., a Kansas corporation, and that the foregoing instrument was signed on behalf of the corporation, and by the authority of the corporation, and he further acknowledged the instrument to be the free act and deed of the corporation.

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

My Appointment Expires:



[Signature]
Notary Public

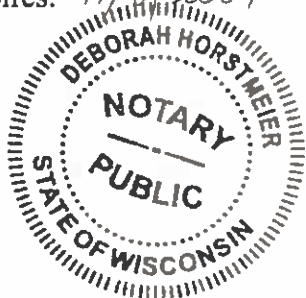
STATE OF WISCONSIN, COUNTY OF DANE, ss:

On this 19TH day of NOVEMBER, 2007, before me, appeared Carl Ruebedusch, to me personally known, who, being duly sworn, did say that he is MANAGER of RAH NNN Properties, LLC, a Kansas limited liability company and that the foregoing instrument was signed on behalf of the company, and by the authority of the company, and he further acknowledged the instrument to be the free act and deed of the company.

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

My Appointment Expires:

11/9/2009



[Signature]
Notary Public

**SECOND AMENDMENT TO
DECLARATION AND AGREEMENT ESTABLISHING COVENANTS
RESTRICTING USE OF LAND AS TO BUILDING SITES AND BUILDINGS AS
TO SIZE, EXTERIOR ELEVATIONS, AND FACADES FOR HERITAGE
SQUARE SOUTH, AN ADDITION TO THE CITY OF MANHATTAN,
POTTAWATOMIE COUNTY, KANSAS**

KNOW ALL PERSON BY THESE PRESENT, that pursuant to Paragraph II of the Declaration and Agreement for Lots One (1) through Ten (10), inclusive, in Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, the undersigned, comprising seventy-five percent (75%) of the lot owners of Heritage Square South, do hereby adopt the following Second Amendment comprised of changes, additions and/or deletions to the Declaration and Agreement for Heritage Square South, an addition to the City of Manhattan, Pottawatomie County, Kansas originally filed on March 20, 2007 on Book 501 at Page 37 in the Office of the Register of Deeds of Pottawatomie, County, Kansas, as amended by Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on December 18, 2007 in Book 522 at page 174, in the Office of Register of Deeds of Pottawatomie County, Kansas:

In reference to Article IV. Building Types. Paragraph shall be deleted in its entirety and shall be replaced with the following paragraph:

Article IV. Building Types.

All buildings erected on lots 1, 2, 3, 4, 5, 6, and 9 shall have all exterior surfaces where appropriate covered with brick, stone, split face block, EIFS, stucco, or similar masonry products. Architectural metal may be used only to "highlight" certain areas. Typical metal building roofs shall be hid from view by parapets or similar structures. Architectural metal roof types and designs may be allowed on an individual basis by the Architectural Review Board.

All buildings erected on lots 7, 8, and 10 may use standard metal building construction. A masonry element consisting of brick, stone, split face block, EIFS, stucco, or similar masonry product, shall be required on the front elevation.

All exterior designs and colors must be approved by the Architectural Review Board (ARB) prior to submitting the Final Development Plan to Planning and Zoning.

In reference to Article XIV. Heritage Square South Association. Paragraph (a) Membership. shall be deleted in its entirety and shall be replaced with the following paragraph:

XIV. Heritage Square South Association.

- a. Membership. The Heritage Square South Association, a Kansas not for profit

corporation, shall be established for the purpose of ownership of common areas, maintaining pedestrian easements, landscaping and planting areas of the subdivision entryways, subdivision identification signs, architectural control, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners. Maintenance of landscaping, snow removal, trash removal, etc., on individual lots shall be the responsibility of the lot owners or tenants, unless agreed upon by the future bylaws of the Association. It is recommended that these maintenance items be performed by one entity in their respective fields, but each lot owner or tenant has the option to not participate in this endeavor. Each and every lot owner, in accepting a deed or contract for any lot in the subdivision, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Heritage Square South Association, a Kansas not for profit corporation.

All other terms and conditions set forth in the subject Declaration and Agreement, not inconsistent with the terms set forth herein, shall remain the same and be binding on the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands on this Declaration and Amendment on this 16 day of April, 2012.

Heritage Square Land Company, LLC

By: Tim Schultz
Tim Schultz, Member

Schultz Property Management, LLC

By: Angela Schultz
Angela Schultz, Authorized Member

Boles Management, Inc.

By: Byron R. Boles
Byron R. Boles, President

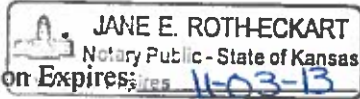
RAH NNN Properties, LLC

By: Carl Ruebedusch
Carl Ruebedusch, Manager

STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED, That on this 16th day of April, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tim Schultz, member of the Heritage Square Land Company, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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



Jane E. Roth-Eckart
Notary Public

My Commission Expires 11-03-13

STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED, That on this 16th day of April, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Angela Schultz, authorized member of Schultz Property Management, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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



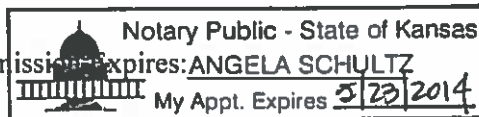
Jane E. Roth-Eckart
Notary Public

My Commission Expires 11-03-13

STATE OF Kansas, COUNTY OF Riley, ss:

BE IT REMEMBERED, That on this 21 day of March, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Byron R. Boles, President of Boles Management, Inc., duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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



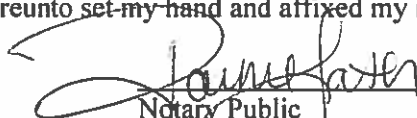
Angela Schultz
Notary Public

My Commission Expires ANGELA SCHULTZ

STATE OF Wisconsin, COUNTY OF Dane, ss:

BE IT REMEMBERED, That on this 12th day of April, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Ruebedusch, manager of RAH NNN Properties, LLC, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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



Notary Public

My Commission Expires: 10/26/14



Betty Jo Abitz-Register of Deeds
Pottawatomie County, Kansas

Book: 624 Page: 31

Receipt #: 74535 Recording Fee: \$20.00
Pages Recorded: 4 Authorized By Betty Jo Abitz

Date Recorded: 4/25/2012 10:20:47 AM



Book 624 Page 31

**THIRD AMENDMENT TO
DECLARATION AND AGREEMENT ESTABLISHING COVENANTS
RESTRICTING USE OF LAND AS TO BUILDING SITES AND BUILDINGS AS
TO SIZE, EXTERIOR ELEVATIONS, AND FACADES FOR HERITAGE
SQUARE SOUTH, AN ADDITION TO THE CITY OF MANHATTAN,
POTTAWATOMIE COUNTY, KANSAS**

KNOW ALL PERSON BY THESE PRESENT, that pursuant to Paragraph II of the Declaration and Agreement for Lots One (1) through Ten (10), inclusive, in Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, the undersigned, comprising seventy-five percent (75%) of the lot owners of Heritage Square South, do hereby adopt the following Second Amendment comprised of changes, additions and/or deletions to the Declaration and Agreement for Heritage Square South, an addition to the City of Manhattan, Pottawatomie County, Kansas originally filed on March 20, 2007 on Book 501 at Page 37 in the Office of the Register of Deeds of Pottawatomie, County, Kansas; as amended by Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on December 18, 2007 in Book 522 at page 174, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Second Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on April 25, 2012 in Book 624 at page 31, in the Office of Register of Deeds of Pottawatomie County, Kansas;

In reference to Article III. Land Use; Cross Easements. Paragraph shall be deleted in its entirety and shall be replaced with the following paragraph:

III. Land Use The Tract is zoned PUD (Planned Unit Development) which permits a wide range of commercial uses. A Final Development Plan must be submitted to the City of Manhattan Planning and Zoning Department prior to submittal of Building Plans to the Code Department. The Final Development Plan shall be approved by the ARB (Architectural Review Board) prior to being submitted to Planning and Zoning.

XVII. Use Restrictions a. Each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Lot which is illegal.

b. As long as Lot 3 is being used as a Dollar General retail store, no Owner or Occupant of Lots 2, 4, 5, 7, 8, and 10 may allow Lots 2, 4, 5, 7, 8 and 10 to be used for the purpose of conducting a business as, or for use as, a Family Dollar Store, Bill's Dollar Store, Fred's Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart or affiliated store. In the event any Owner

or Occupant of Lots 2, 4, 5, 7, 8, and 10 violate this restriction, the Owner and/or Occupant of Lot 3 shall be entitled to exercise all rights and remedies allowed by law or in equity, including, without limitation, a suit for damage and injunctive relief without posting a bond, against the violating Owner or Occupant, as well as the recovery by the Lot 3 Owner from the violating Owner or Occupant of the same losses and damages suffered by the Lot 3 Owner under its lease with Dollar General.

c. Neither Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, nor 10 shall be used for any of the following purposes: massage parlor; adult book shop, movie house or other establishment selling or exhibiting pornographic materials or other pornographic use; movie theater with relation to pornographic viewing material; sale or rental of adult books, magazines or video except as an incidental part of the business of a general purpose bookstore or video store such as Blockbuster; tattoo parlor or any establishment selling illicit drug, drug related paraphernalia; any abortion clinic or drug rehabilitation clinic; any gambling facility or operation, including but not limited to off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/black-jack/keno machines or similar devices; bingo parlor/hall; gun range or shooting gallery; (except the use of video or arcade games within a restaurant or retail store is permitted if incidental use only for waiting patrons).

All other terms and conditions set forth in the subject Declaration and Agreement, not inconsistent with the terms set forth herein, shall remain the same and be binding on the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands on this Declaration and Amendment on this 20 day of May, 2013.

Heritage Square Land Company, LLC

By: Tim Schultz
Tim Schultz, Member

Schultz Property Management, LLC

By: Angela Schultz
Angela Schultz, Authorized Member

STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED, That on this 20th day of May, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tim Schultz ,

member of the Heritage Square Land Company, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Kristen M. Krainbill
Notary Public

My Commission Expires: 9-22-13



STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED, That on this 20th day of May, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Angela Schultz, authorized member of Schultz Property Management, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Kristen M. Krainbill
Notary Public

My Commission Expires: 9-22-13



Betty Jo Abitz-Register of Deeds
Pottawatomie County, Kansas
Book: 655 Page: 4

Receipt #: 86497
Pages Recorded: 3
Recording Fee: \$16.00
Authorized By: Betty Jo Abitz

Date Recorded: 5/28/2013 9:40:31 AM



Book 655 Page 4

**FOURTH AMENDMENT TO
DECLARATION AND AGREEMENT ESTABLISHING COVENANTS
RESTRICTING USE OF LAND AS TO BUILDING SITES AND BUILDINGS AS
TO SIZE, EXTERIOR ELEVATIONS, AND FACADES FOR HERITAGE
SQUARE SOUTH, AN ADDITION TO THE CITY OF MANHATTAN,
POTTAWATOMIE COUNTY, KANSAS**

KNOW ALL PERSON BY THESE PRESENT, that pursuant to Paragraph II of the Declaration and Agreement for Lots One (1) through Ten (10), inclusive, in Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, the undersigned, comprising seventy-five percent (75%) of the lot owners of Heritage Square South, do hereby adopt the following Second Amendment comprised of changes, additions and/or deletions to the Declaration and Agreement for Heritage Square South, an addition to the City of Manhattan, Pottawatomie County, Kansas originally filed on March 20, 2007 on Book 501 at Page 37 in the Office of the Register of Deeds of Pottawatomie, County, Kansas; as amended by Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on December 18, 2007 in Book 522 at page 174, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Second Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on April 25, 2012 in Book 624 at page 31, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Third Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on May 28, 2103 in Book 655 at page 4, in the Office of Register of Deeds of Pottawatomie County, Kansas;

WHEREAS, the lot owners of Heritage Square South, an addition to the City of Manhattan, Pottawatomie County, Kansas, does hereby acknowledge that a re-plat of Heritage Square South, Unit One, lots Two (2) and Three (3) has been filed in the Office of Register of Deeds of Pottawatomie County, Kansas, eliminating Lots (2) and Three (3) in Heritage Square South, Unit One, and adding Lots One (1) and Two (2) Heritage Square South, Unit Two, to said Addition;

Upon filing of said re-plat, it is the intention of the lot owners that lots One (1) and Two (2) in Heritage Square South, Unit Two, shall be subject to the Declaration and all subsequent amendments.

In reference to Article XVII. Use Restrictions. Paragraph shall be deleted in its entirety and shall be replaced with the following paragraph:

Book 659 Page 42

XVII. Use Restrictions a. Each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Lot which is illegal.

b. As long as Lot 1 in Heritage Square South, Unit Two, is being used as a Dollar General retail store, no Owner or Occupant of Lots, 4, 5, 7, 8, and 10 in Heritage Square South, Unit One and Lot 2 in Heritage Square South, Unit Two, may allow Lots, 4, 5, 7, 8, and 10 in Heritage Square South, Unit One and Lot 2 in Heritage Square South, Unit Two, to be used for the purpose of conducting a business as, or for use as, a Family Dollar Store, Bill's Dollar Store, Fred's Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart or affiliated store. In the event any Owner or Occupant of Lots, 4, 5, 7, 8, and 10 in Heritage Square South, Unit One and Lot 2 in Heritage Square South, Unit Two, violate this restriction, the Owner and/or Occupant of Lot 1 in Heritage Square South, Unit Two, shall be entitled to exercise all rights and remedies allowed by law or in equity, including, without limitation, a suit for damage and injunctive relief without posting a bond, against the violating Owner or Occupant, as well as the recovery by the Lot 1, Heritage Square South, Unit Two, Owner from the violating Owner or Occupant of the same losses and damages suffered by the Lot 1, Heritage Square South, Unit Two, Owner under its lease with Dollar General.

c. Neither Lots, 4, 5, 7, 8, and 10 in Heritage Square South, Unit One and Lot 2 in Heritage Square South, Unit Two, may shall be used for any of the following purposes: massage parlor; adult book shop, movie house or other establishment selling or exhibiting pornographic materials or other pornographic use; movie theater with relation to pornographic viewing material; sale or rental of adult books, magazines or video except as an incidental part of the business of a general purpose bookstore or video store such as Blockbuster; tattoo parlor or any establishment selling illicit drug, drug related paraphernalia; any abortion clinic or drug rehabilitation clinic; any gambling facility or operation, including but not limited to off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/black-jack/keno machines or similar devices; bingo parlor/hall; gun range or shooting gallery; (except the use of video or arcade games within a restaurant or retail store is permitted if incidental use only for waiting patrons).

All other terms and conditions set forth in the subject Declaration and Agreement, not inconsistent with the terms set forth herein, shall remain the same and be binding on the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands on this Declaration and Amendment on this 10 day of July, 2013.

Heritage Square Land Company, LLC

By: Tim Schultz
Tim Schultz, Member



Betty Jo Abitz-Register of Deeds
Pottawatomie County, Kansas
Book: 659 Page: 42

Receipt #: 68031 Recording Fee: \$12.00
Pages Recorded: 3 Authorized By: Betty Jo Abitz

Schultz Property Management, LLC

Date Recorded: 7/12/2013 11:12:04 AM

By: Angela Schultz
Angela Schultz, Authorized Member



STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED, That on this 10th day of July, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tim Schultz, member of the Heritage Square Land Company, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Kristen M. Krainbill
Notary Public Kristen M. Krainbill

My Commission Expires:

STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED, That on this 10th day of July, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Angela Schultz, authorized member of Schultz Property Management, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Kristen M. Krainbill
Notary Public Kristen M. Krainbill

My Commission Expires:

Book 659 Page 42

ORIGINAL
COMPARED WITH RECORD

**FIFTH AMENDMENT TO
DECLARATION AND AGREEMENT ESTABLISHING COVENANTS
RESTRICTING USE OF LAND AS TO BUILDING SITES AND BUILDINGS AS
TO SIZE, EXTERIOR ELEVATIONS, AND FACADES FOR HERITAGE
SQUARE SOUTH, AN ADDITION TO THE CITY OF MANHATTAN,
POTTAWATOMIE COUNTY, KANSAS**

KNOW ALL PERSON BY THESE PRESENT, that pursuant to Paragraph II of the Declaration and Agreement for Lots One (1) through Ten (10), inclusive, in Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, the undersigned, comprising seventy-five percent (75%) of the lot owners of Heritage Square South, do hereby adopt the following Fifth Amendment comprised of changes, additions and/or deletions to the Declaration and Agreement for Heritage Square South, an addition to the City of Manhattan, Pottawatomie County, Kansas originally filed on March 20, 2007 on Book 501 at Page 37 in the Office of the Register of Deeds of Pottawatomie, County, Kansas; as amended by Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on December 18, 2007 in Book 522 at page 174, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Second Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on April 25, 2012 in Book 624 at page 31, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Third Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on May 28, 2103 in Book 655 at page 4, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Fourth Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on July 12, 2103 in Book 659 at page 42, in the Office of Register of Deeds of Pottawatomie County, Kansas:

Heritage Square Land Company, LLC, and Schultz Property Management, LLC, now desire to place further covenants and restrictions as to use of Lots 9 and 10 in Heritage Square South, Unit One, an Addition to the City of Manhattan, Pottawatomie County, Kansas, and do hereby declare that Lots 9 and 10 of Heritage Square South, Unit 1, shall be subject to the following additional covenants and restrictions, to-wit:

Book 663 Page 112



Betty Jo Abitz-Register of Deeds
Pottawatomie County, Kansas

Book: 663 Page: 112

Receipt #: 89715
Pages Recorded: 5
Recording Fee: \$24.00
Authorized By: *Betty Jo Abitz*

Date Recorded: 9/11/2013 11:25:39 AM



1. The below covenants shall run with the land and shall be binding upon all parties hereto and all parties claiming under them until January 1, 2033, or until Lots 4 and 5 in Heritage Square South, Unit One, an Addition to the City of Manhattan, Pottawatomie County, Kansas, are no longer owned by Leiszler Real Estate, LLC., and are no longer used to operate a Short Stop convenience store/Rapid Car wash, whichever occurs earlier.
2. USE. No owner or occupant of Lots 9 and 10 in Heritage Square South, Unit One, an Addition to the City of Manhattan, Pottawatomie County, Kansas, may allow said Lots 9 and 10 to be used for the purpose of conducting a business as, or for use as, a convenience store, a fueling site, car wash, or any business which sells or serves more than ten percent (10%) of any of the following: deli or submarine style sandwiches, wraps, salads, lettuce wraps, ice cream, and ice cream products.
3. EXCEPTION. An exception to these covenants will be to allow Doug Long to open a deli shop in Heritage Commons, Lot 9, provided it is a proprietary program and not a name brand nationally recognized business.

All other terms and conditions set forth in the subject Declaration and Agreement, not inconsistent with the terms set forth herein, shall remain the same and be binding on the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands on this Declaration and Amendment on this 10 day of September, 2013.

Heritage Square Land Company, LLC

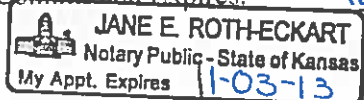
By: Tim Schultz
Tim Schultz, Member

BE IT REMEMBERED, That on this 10th day of September, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tim Schultz, member of the Heritage Square Land Company, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Jane E. Roth Eckart
Notary Public

My Commission Expires: 11-03-13



Book 666.3 Page 112

Schultz Property Management, LLC

By: [Signature]
Angela Schultz, Authorized Member

STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED, That on this 10th day of September, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Angela Schultz, authorized member of Schultz Property Management, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

[Signature]
Notary Public

My Commission Expires: 11-03-13



Wohlgemuth & Daniel Investments, LLP

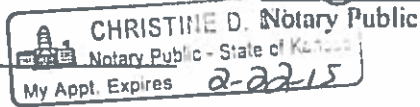
By: John D. Ossello
John D. Ossello, General Partner

STATE OF KS, COUNTY OF Shawnee, ss:

BE IT REMEMBERED, That on this 9th day of September, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John D. Ossello, authorized general partner of Wohlgemuth & Daniel Investments, LLP, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

My Commission Expires:



RAH NNN Properties, LLC

By: [Signature]
Carl Ruebedusch, Manager

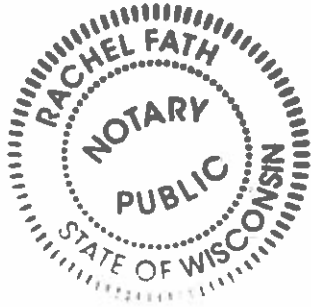
STATE OF Wisconsin, COUNTY OF Dane, ss:

BE IT REMEMBERED, That on this 5th day of September, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Ruebedusch, authorized manager of RAH NNN Properties, LLC, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

[Signature]
Notary Public

My Commission Expires: 10/26/14



**SIXTH AMENDMENT TO
DECLARATION AND AGREEMENT ESTABLISHING COVENANTS
RESTRICTING USE OF LAND AS TO BUILDING SITES AND BUILDINGS AS
TO SIZE, EXTERIOR ELEVATIONS, AND FACADES FOR HERITAGE
SQUARE SOUTH, AN ADDITION TO THE CITY OF MANHATTAN,
POTTAWATOMIE COUNTY, KANSAS**

KNOW ALL PERSON BY THESE PRESENT, that pursuant to Paragraph II of the Declaration and Agreement for Lots One (1) through Ten (10), inclusive, in Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, the undersigned, comprising seventy-five percent (75%) of the lot owners of Heritage Square South, do hereby adopt the following Fifth Amendment comprised of changes, additions and/or deletions to the Declaration and Agreement for Heritage Square South, an addition to the City of Manhattan, Pottawatomie County, Kansas originally filed on March 20, 2007 on Book 501 at Page 37 in the Office of the Register of Deeds of Pottawatomie County, Kansas; as amended by Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on December 18, 2007 in Book 522 at page 174, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Second Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on April 25, 2012 in Book 624 at page 31, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Third Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on May 28, 2103 in Book 655 at page 4, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Fourth Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on July 12, 2103 in Book 659 at page 42, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Fifth Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on September 11, 2013 in Book 663 at page 112, in the Office of Register of Deeds of Pottawatomie County, Kansas;

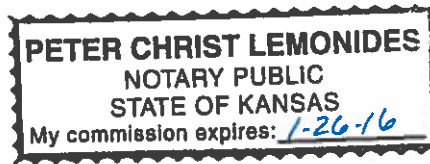
WHEREAS, the lot owners of Heritage Square South, an addition to the City of Manhattan, Pottawatomie County, Kansas, does hereby acknowledge that a re-plat of Heritage Square South, Unit One, Lot Ten (10) has been filed in the Office of Register of Deeds of Pottawatomie County, Kansas, subdividing the southwest corner of the lot

consisting of 37,287 square feet, and adding Lot One (1) Heritage Square South, Unit ~~Two~~, to said Addition;
Three

All other terms and conditions set forth in the subject Declaration and Agreement, not inconsistent with the terms set forth herein, shall remain the same and be binding on the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands on this Declaration and Amendment on this 13 day of February, 2014.

Heritage Square Land Company, LLC



By: Tim Schultz
Tim Schultz, Member

BE IT REMEMBERED, That on this 13 day of FEBRUARY, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tim Schultz, member of the Heritage Square Land Company, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Peter Christ Lemonides
Notary Public

My Commission Expires: 1-26-16

Schultz Property Management, LLC

By: 
Angela Schultz, Authorized Member

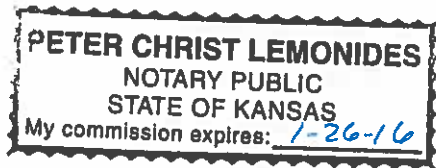
STATE OF KANSAS, COUNTY OF RILEY, ss:

BE IT REMEMBERED, That on this 13 day of FEBRUARY, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Angela Schultz, authorized member of Schultz Property Management, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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


Notary Public

My Commission Expires: 1-26-16



Boles Management, Inc.

By: *Byron R. Boles*
Byron R. Boles, President

STATE OF Oklahoma, COUNTY OF Washington ss:

BE IT REMEMBERED, That on this 28 day of January, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Byron R. Boles, President of Boles Management, Inc., duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Kathlynn Duncan
Notary Public



My Commission Expires: 8/8/17

Flores Properties, L.L.C.

By: Rosemary Flores
Rosemary Flores, Member

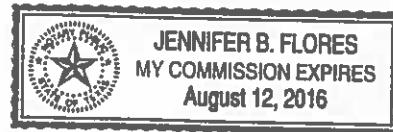
STATE OF Texas, COUNTY OF Bexar, ss:

BE IT REMEMBERED, That on this 5 day of February, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Rosemary Flores, Member of Flores Properties, L.L.C., duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Jennifer B. Flores
Notary Public

My Commission Expires: 8/12/2016



RAH NNN Properties, LLC

By: [Signature]
Carl Ruebedusch, Manager

STATE OF Wisconsin, COUNTY OF Dane, ss:

BE IT REMEMBERED, That on this 27th day of January, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Ruebedusch, authorized manager of RAH NNN Properties, LLC, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

[Signature]
Notary Public

My Commission Expires: 10/26/14



Wohlgemuth & Daniel Investments, LLP

By: John D. Ossello
John D. Ossello, General Partner

STATE OF Kansas, COUNTY OF Shawnee, ss:

BE IT REMEMBERED, That on this 11 day of February, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John D. Ossello, authorized general partner of Wohlgemuth & Daniel Investments, LLP, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Kara Linser
Notary Public

My Commission Expires: November 22016



Leiszler Real Estate, LLC

By: G. George Leiszler Trust, Member

Charles S. Arthur III
Charles S. Arthur, III, Trustee of the
G. George Leiszler Trust

James L. Gordon
James L. Gordon, Trustee of the
G. George Leiszler Trust

Roger A. Sink
Roger A. Sink, Trustee of the
G. George Leiszler Trust

STATE OF KANSAS, COUNTY OF Riley, ss:

BE IT REMEMBERED, That on this 28 day of JANUARY, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles S. Arthur, III, Trustee of the G. George Leiszler Trust, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Mary Lou Grimes
Notary Public

My Commission Expires: July 29 2014



STATE OF Kansas, COUNTY OF Riley, ss:

BE IT REMEMBERED, That on this 28 day of JANUARY, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James L. Gordon, Trustee of the G. George Leiszler Trust, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Mary Lou Grimes
Notary Public

My Commission Expires: July 29, 2014



STATE OF Kansas, COUNTY OF Riley, ss:

BE IT REMEMBERED, That on this 28 day of JANUARY, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Roger A. Sink, Trustee of the G. George Leiszler Trust, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same person(s) who executed the foregoing instrument on behalf of said company, and such persons fully acknowledged the execution of the same to be the act and deed of said company.

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

Mary Lou Grimes
Notary Public

My Commission Expires: July 29, 2014



Betty Jo Abitz-Register of Deeds
Pottawatomie County, Kansas
Book: 672 Page: 169

Receipt #: 93709 Recording Fee: \$40.00
Pages Recorded: 9 Authorized By Betty Jo Abitz

Date Recorded: 2/18/2014 11:30:59 AM



Book 672 Page 169

**SEVENTH AMENDMENT TO DECLARATION AND AGREEMENT ESTABLISHING
COVENANTS RESTRICTING USE OF LAND AS TO BUILDING SITES AND
BUILDINGS AS TO SIZE, EXTERIOR ELEVATIONS, AND FACADES FRO
HERITAGE SQUARE SOUTH, AN ADDITION TO THE CITY OF MANHATTAN,
POTTAWATOMIE COUNTY, KANSAS**

KNOW ALL PERSONS BY THESE PRESENT, that pursuant to Paragraph II of the Declaration and Agreement for Lots One (1) through Ten (10), inclusive, in Heritage Square South, an Addition to the City of Manhattan, Pottawatomie, County, Kansas, the undersigned, comprising seventy-five percent (75%) of the lot owners of Heritage Square South, do hereby adopt the following Seventh Amendment comprised of changes, additions, and/or deletions to the Declaration and Agreement for Heritage Square South, an addition to the City of Manhattan, Pottawatomie County, Kansas, originally filed on March 20, 2007 on Book 501 at Page 37 in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on December 18, 2007 in Book 522 at Page 174, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Second Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on April 25, 2012 in Book 624 at Page 31, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Third Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on May 28, 2013 in Book 655 at Page 4, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Fourth Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on July 12, 2013 in Book 659 at Page 42, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Fifth Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on September 11, 2013 in Book 663 at Page 112, in the Office of Register of Deeds of Pottawatomie County, Kansas; as amended by Sixth Amendment to Declaration and Agreement Establishing Covenants Restricting Use of Land as to Building Sites and Buildings as to Size, Exterior Elevations, and Facades for Heritage Square South, an Addition to the City of Manhattan, Pottawatomie County, Kansas, said Amendment recorded on February 18, 2014 in Book 672 at Page 169, in the Office of Register of Deeds of Pottawatomie County, Kansas.

WHEREAS, the lot owners of Heritage Square South, an addition to the City of Manhattan, Pottawatomie County, Kansas, do hereby desire to place further covenants and restrictions as to certain Lots as herein provided, and do hereby declare that such Lots shall be subject to the following additional covenants and restrictions, to-wit:

1. Amendment to Article XVII(c).

Article XVII(c) of the Declaration, as amended, shall be amended to read as follows:

- c. Neither Lots Four (4), Five (5), Seven (7), Eight (8) in Heritage Square South, Unit One (1), Lot Two (2) in Heritage Square South, Unit Two (2), and Lots One (1), Two (2), Three (3), Four (4), Five (5), in Heritage Square South, Unit Four (4), may be used for any of the following purposes: massage parlor; adult book shop, movie house or other establishment selling or exhibiting pornographic materials or other pornographic use; movie theatre with relation to pornographic viewing material; sale or rental of adult books, magazines or video except as an incidental part of the business of a general purpose bookstore or video store; tattoo parlor or any establishment selling illicit drugs or drug related paraphernalia; any abortion clinic or drug rehabilitation clinic; any gambling facility or operation, including but not limited to off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/black-jack/keno machines or similar devices; bingo parlor/hall; or gun range or shooting gallery.

2. Addition of Article XVII(d).

Article XVII(d) shall be added to the Declaration, as amended, and shall read as follows:

- d. Until January 1, 2035 or until Keeping Mom Happy, LLC no longer operates its business in Lot Two (2) in Heritage Square South, Unit Four (4), as a family entertainment business, whichever occurs earlier, then no owner or occupant of Lots One (1) and Three (3) Heritage Square South, Unit Four (4), shall be allowed to use Lots One (1) and Three (3) Heritage Square South, Unit Four (4), for the purpose of conducting a business as, or for use as, a family entertainment business which provides, including but not limited to, the following family entertainment: amusement/thrill rides, arcade games, ball pits, batting cages, quality family and group dining in a child-entertainment themed restaurant, inflatables, laser tag, miniature golf, playground equipment and climbing structures, roller skating, or fairs.

All other terms and conditions set forth in the subject Declaration and Agreement, not inconsistent with the terms set forth herein, shall remain the same and be binding on the parties hereto.

IN WITNESS WHEREOF, Declarant has executed this Declaration and Amendment this 19 day of January, 2016.

Heritage Square Land Company, LLC

By: Tim Schultz
Tim Schultz, Member

STATE OF Kansas, COUNTY OF Riley, ss:

BE IT REMEMBERED, That on this 19th day of January, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tim Schultz, member of the Heritage Square Land Company, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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



Jane E. Roth-Eckart
Notary Public Jane E. Roth-Eckart

My Appointment Expires:

Schultz Property Management, LLC

By: Angela Schultz
Angela Schultz, Authorized Member

STATE OF Kansas, COUNTY OF Riley, ss:

BE IT REMEMBERED, That on this 19th day of January, 2016 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Angela Schultz, authorized member of Schultz Property Management, LLC, duly organized and existing under and by virtue of the laws of the State of Kansas, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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



Jane E. Roth-Eckart
Notary Public Jane E. Roth-Eckart

My Appointment Expires:

Boles Management, Inc.

By: BR Boles
Byron R. Boles, President

STATE OF Oklahoma, COUNTY OF Washington, ss:

BE IT REMEMBERED, That on this 18th day of December, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Byron R. Boles, President of Boles Management, Inc., duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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

Carol H. Smith
Notary Public Carol H Smith

My Appointment Expires:
6-14-2019



Flores Properties, L.L.C.

By: _____
Rosemary Flores, Member

STATE OF _____, COUNTY OF _____, ss:

BE IT REMEMBERED, That on this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Rosemary Flores, Member of Flores Properties, L.L.C., duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

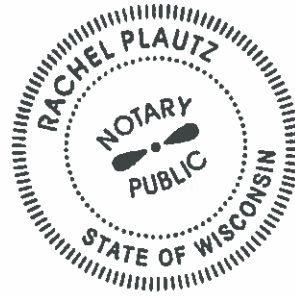
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public

My Appointment Expires:

RAH Manhattan, LLC

By: [Signature] 12/21/15
Carl Ruedebusch, Member manager



STATE OF Wisconsin, COUNTY OF Dane, ss:

BE IT REMEMBERED, That on this 21st day of December, 2015 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. Scott Harrison, authorized manager of RAH NNN Properties, LLC, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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

[Signature]
Notary Public Rachel Plautz

My Appointment Expires: 11/3/18

Wohlgemuth and Daniel Investments, LLC

By: John D. Ossello
John D. Ossello, Member

STATE OF KANSAS, COUNTY OF SHAWNEE, ss:

BE IT REMEMBERED, That on this 21st day of December, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John D. Ossello, authorized general partner of Wohlgemuth and Daniel Investments, LLP, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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

Christine Martin
Notary Public Christine Martin

My Appointment Expires:



Cole DG Manhattan, KS, LLC
By: Cole REIT Advisors IV, LLC, its Manager

By: _____
Todd J. Weiss, General Counsel, Real Estate

STATE OF _____, COUNTY OF _____, ss:

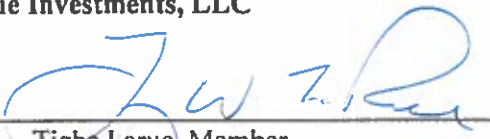
BE IT REMEMBERED, That on this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Todd J. Weiss, General Counsel of Cole DF Manhattan, KS, LLC By: Cole REIT Advisors IV, LLC, its Manager, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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

Notary Public

My Appointment Expires:


Larue Investments, LLC

By: 
Tighe Larue, Member

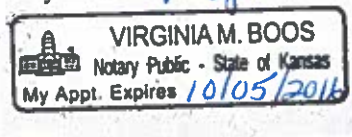
STATE OF KANSAS, COUNTY OF SHAWNEE, ss:

BE IT REMEMBERED, That on this 18TH day of DECEMBER, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tighe Larue, Member of Larue Investments, LLC, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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


Notary Public Virginia M. Boos

My Appointment Expires: 10/05/2016



Jamie Musa Trust, dated December 29, 2014

By: [Signature]
Jamie Musa, Trustee

Danielle L. Musa Trust, dated December 29, 2014

By: [Signature]
Danielle L. Musa, Trustee

STATE OF Kansas, COUNTY OF Pottawatomie, ss:

BE IT REMEMBERED, That on this 14 day of January, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jamie Musa, Trustee of the Jamie Musa Trust, dated December 29, 2014, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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



[Signature]
Notary Public Shannon Ruder

My Appointment Expires: 12/5/18

STATE OF Kansas, COUNTY OF Riley, ss:

BE IT REMEMBERED, That on this 14 day of January, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Danielle Musa, Trustee of the Danielle L. Musa Trust, dated December 29, 2014, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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



[Signature]
Notary Public Shannon Ruder

My Appointment Expires: 12/5/18

Leiszler Real Estate, LLC

By: G. George Leiszler Trust, Member

Charles S. Arthur III
Charles S. Arthur, III, Trustee of the
G. George Leiszler Trust

James L. Gordon
James L. Gordon, Trustee of the
G. George Leiszler Trust

Roger A. Sink
Roger A. Sink, Trustee of the
G. George Leiszler Trust

STATE OF *Kansas*, COUNTY OF *Riley*, ss:

BE IT REMEMBERED, That on this *14* day of *January*, 201*6*, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles S. Arthur, III, Trustee of the G. George Leiszler Trust, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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



Mary Lou Grimes
Notary Public *Mary Lou Grimes*

My Appointment Expires: *July 29, 2018*

STATE OF *Kansas*, COUNTY OF *Riley*, ss:

BE IT REMEMBERED, That on this *14* day of *January*, 201*6*, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James L. Gordon,

Trustee of the G. George Leiszler Trust, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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



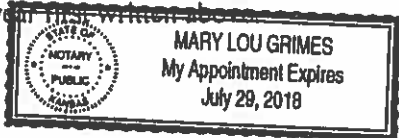
Mary Lou Grimes
Notary Public Mary Lou Grimes

My Appointment Expires: July 29, 2018

STATE OF Kansas, COUNTY OF Riley, ss:

BE IT REMEMBERED, That on this 14 day of January, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Roger A. Sink, Trustee of the G. George Leiszler Trust, duly organized and existing under and by virtue of the laws of the aforementioned state, who is known to me to be the same persons(s) who executed the foregoing instrument on behalf of said company, an such persons fully acknowledged the execution of the same to be the act and deed of said company

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



Mary Lou Grimes
Notary Public Mary Lou Grimes

My Appointment Expires: July 29, 2018



Betty Jo Abitz-Register of Deeds
Pottawatomie County, Kansas
Book: 730 Page: 126

Receipt #: 121185 Recording Fee: \$136.00
Pages Recorded: 12 Authorized By Betty Jo Abitz

Date Recorded: 6/17/2016 10:53:35 AM



ORIGINAL
COMPARED WITH RECORD