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After recording return to:  
Levy Craig Law Firm, P.C.  
Attention: Jeff Bauer  
4520 Main St., Suite 400  
Kansas City, MO 64111

Title of Document: ACCESS AND SIGNAGE EASEMENT AND MAINTENANCE  
DECLARATION

Grantor: Oldham Investors, LLC  
Attn: Matt Pennington  
5841 West 135th Street, Suite 200  
Overland Park, Kansas 66223

Grantee: Oldham Investors, LLC  
Attn: Matt Pennington  
5841 West 135th Street, Suite 200  
Overland Park, Kansas 66223

Legal Description: See Exhibit A

Reference: N/A

**ACCESS AND SIGNAGE EASEMENT AND MAINTENANCE DECLARATION**

**THIS ACCESS AND SIGNAGE EASEMENT AND MAINTENANCE DECLARATION** (“Declaration”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2026, (the “Effective Date”) by between Oldham Investors, LLC, a Missouri limited liability company, having an address of 5841 West 135th Street, Suite 200 Overland Park, Kansas 66223, its’ successors and assigns (“Declarant”).

**WHEREAS**, Declarant is the owner of the property legally described on Exhibit A, attached hereto (the “Property”);

**WHEREAS**, the Property consists of three (3) parcels as depicted on that certain Minor Plat, Oldham Village Second Plat, Lot 18A, 19, and Tract F, a Replat of Lot 18 and Tract E of Oldham Village Second Plat, attached hereto as Exhibit B (the “Replat”; “Lot 18A”, “Lot 19”(each of which is sometimes referred to individually herein as a “Lot” and collectively as the “Lots”), and “Tract F” as used individually herein shall refer to the parcels so designated on the Replat);

**WHEREAS**, Declarant desires to grant a reciprocal non-exclusive access easement for the purpose of ingress and egress by vehicular traffic, upon, over, across and through the portion of the Property (the “Access Drive”) in the location depicted on the site plan attached hereto as Exhibit C (the “Site Plan”) which easement shall benefit and be appurtenant to Lots and the Owners thereof;

**WHEREAS**, Declarant desires to provide for the construction and maintenance of the Access Drive, and the maintenance of Tract F as more fully set out in this Declaration;

**WHEREAS**, Declarant desire to grant reciprocal easements benefitting the Lots for access to and the use of shared monument signs to be constructed, operated, and maintained as more fully set forth herein;

**NOW, THEREFORE**, Declarant does hereby grant, covenant, and declare as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into and made a part of this Declaration, as if fully set forth herein.

2. Easements. For purposes of this Declaration, the term “Owner” shall mean and refer to any party holding fee title to any Lot or holding the rights of the Lessee of any Lot under or pursuant to the LCRA Lease (as defined herein), as the same may be transferred or assigned. Collectively, the Owners of the Lots are referred to herein as the “Owners”. For purposes of this Declaration, “Permittees” shall mean those permitted to enter upon any of the Lots and to use the easements granted herein, which may include without limitation, any Owner’s employees, agents, licensees, contractors, customers, guests, invitees, tenants and the customers, subtenants, concessionaires, employees, patrons, and invitees of such tenants.

a. The Lots shall be served by the Access Drive identified on Exhibit C.

i. Declarant hereby dedicates, grants, and conveys for the benefit of the Lot 19, its Owner, and its Owner’s Permittees, successors, and assigns, a perpetual non-exclusive, reciprocal access easement upon, over, across and through the portion of the Access Drive located on Lot 18A for the purpose of ingress and egress by vehicular traffic, and for the purpose of performing any maintenance required by or permitted under this Declaration.

ii. Declarant hereby dedicates, grants, and conveys for the benefit of Lot 18A, its Owner, and its Owner’s Permittees, successors, and assigns, a perpetual non-exclusive,

reciprocal access easement upon, over, across and through the portion of the Access Drive located on Lot 19 for the purpose of ingress and egress by vehicular traffic, and for the purpose of performing any maintenance required by or permitted under this Declaration.

- b. The Lots shall be served by two (2) monument signs to be constructed in the locations identified on Exhibit C, attached hereto (the “North Shared Sign” and the “South Shared Sign”, collectively, the “Shared Signs”) and constructed in the locations depicted on Exhibit D, attached hereto.
  - i. Declarant hereby dedicates, grants, and conveys for the benefit of Lot 19 and its Owner and easement for purposes of access to, and use of, the South Shared Sign, over those portions of Lot 18A necessary for such access, and as to the South Shared Sign for the use thereof.
  - ii. Declarant hereby dedicates, grants, and conveys for the benefit of the Lot 18A and its Owner and easement for purposes of access to, and use of, the North Shared Sign, over those portions of Lot 19 necessary for such access, and as to the North Shared Sign for the use thereof.

3. Maintenance of the Shared Access Drive, Shared Signs and Tract F.

- a. Subject to Section 4 hereof, the Owner of Lot 18A shall be solely responsible for maintaining, replacing, and repairing the Access Drive and that portion of Tract F designated as “Lot 18A Maintained” on the Site Plan (collectively the “Shared Access Drive”) or causing the Shared Access Drive to be maintained, replaced, or repaired, to standards required under the REA or otherwise required pursuant to local code or ordinance, including, without limitation, repair, replacement, or restoration in the event of damage or destruction by casualty, periodic resurfacing, sealing, patching, restriping, sweeping, and snow and ice removal (“Shared Access Drive Maintenance”).
- b. The Owner of Lot 18A, at its sole cost and expense shall construct, operate, insure, maintain, repair, and replace the South Shared Sign consistent with the operation of a first-class property in the Kansas City metropolitan area. The Owner of Lot 19, at its sole cost and expense, shall construct, operate, insure, maintain, repair, and replace the North Shared Sign consistent with the operation of a first-class property in the Kansas City metropolitan area. Individual sign panels shall be installed, provided, insured, and maintained by the applicable person or entity making use of said panels, consistent with the operation of a first-class property in the Kansas City metropolitan area. Any future modification, change, or alteration of any Shared Sign shall be subject to approval by the Owners, which approval shall not be unreasonably delayed, conditioned, or withheld.
- c. The Owner of Lot 19 shall be solely responsible for maintaining, replacing, and repairing that portion of Tract F designated as “Lot 19 Maintain” on the Site Plan (the “Lot 19 Maintained Area”), or causing such area to be maintained, replaced, or repaired to standards required under the REA or otherwise required pursuant to local code or ordinance, including, without limitation, repair, replacement, or restoration in the event of damage or destruction by casualty, periodic resurfacing, sealing, patching, restriping, sweeping, and snow and ice removal.

- d. Notwithstanding anything herein to the contrary, any damage or extraordinary wear and tear to any portion of the Shared Access Drive, the Shared Signs, or the Lot 19 Maintained Area caused by any Owner or its Permittees, shall be repaired or restored to the condition that existed prior to such damage or extraordinary wear and tear by and at the sole cost and expense of such Owner.
- e. All maintenance required by or permitted under this Declaration shall be performed so that the Shared Access Drive, the Shared Signs, and the Lot 19 Maintained Area are kept neat, clean, in a first-class, sightly and attractive manner in conformance with all applicable laws, and in good condition and repair to ensure that the Shared Access Drive, the Shared Signs, and the Lot 19 Maintained Area retain at all times the appearance of a first-class commercial shopping center.
- f. If the Owner of Lot 18A shall fail to perform or cause the performance of the Shared Access Drive Maintenance on the Shared Access Drive, and such failure continues for a period of thirty (30) days, following written notice delivered to the Owner of Lot 18A by the Owner of Lot 19 (or such longer period if such maintenance obligations cannot, with due diligence, be reasonably performed within thirty (30) days; provided that the Owner of Lot 18A commences performance of such maintenance within said thirty (30) day period and thereafter prosecutes the performance thereof as quickly as reasonably practicable), then the Owner of Lot 19 may, but is not obligated to, perform such Shared Access Drive Maintenance. In the event that the Owner of Lot 19 performs maintenance pursuant to this Section 3(f), then the Owner of Lot 18A shall reimburse the Owner of Lot 19 for the Owner of Lot 18A's Proportionate Share (as defined in Section 4) of the actual and reasonable documented costs and expenses incurred by the Owner of Lot 19 for performing such maintenance within thirty (30) days after receipt of an invoice therefor.
- g. If either Owner shall fail to perform or cause the performance operation and maintenance of the Shared Sign situated on its Lot, and such failure continues for a period of thirty (30) days, following written notice delivered to such Owner by the other Owner (or such longer period if such maintenance obligations cannot, with due diligence, be reasonably performed within thirty (30) days; provided that the Owner of the Lot on which said Shared Sign is Situated commences performance of such maintenance within said thirty (30) day period and thereafter prosecutes the performance thereof as quickly as reasonably practicable), then other Owner may, but is not obligated to, perform such maintenance. In the event that either Owner performs maintenance pursuant to this Section 3(g), then the other Owner shall reimburse such performing Owner for the actual and reasonable documented costs and expenses incurred by the performing Owner for performing such maintenance within thirty (30) days after receipt of an invoice therefor.
- h. Notwithstanding anything to the contrary in Section 3(e) or Section 3(f) above, no Owner is required to provide written notice prior to performing or causing the performance of Emergency Maintenance. For purposes of this Declaration, "Emergency Maintenance" means maintenance performed to repair, mitigate, or remove a condition that: (i) otherwise restricts, impedes, or prevents access to a Lot, or (ii) poses an immediate or imminently potential danger or hazard likely to cause damage to property or person, including but not limited to failure to remove snow, ice, or debris from the Shared Drive as necessary so that the Owner or applicable tenant on such Lot can open for business during its regular business hours.
- i. Notwithstanding anything to the contrary in Section 3(b) above, no Owner shall be required to construct a Shared Sign on its Lot until such time as such Owner commences vertical

construction on its Lot. Notwithstanding anything to the contrary in Section 2 above, each Owner shall be entitled to utilize the top sign panel on the Shared Sign constructed on its Lot.

- j. All repairs completed pursuant to this Declaration shall be competitively bid (except in the case of emergency) and performed in such a manner as to minimize interference with the business operations of the Owners, their tenant(s), or Permittee(s).
- k. Declarant reserves the right to grant easements for the purpose of access, ingress, and egress over the Access Drive and Tract F to third parties other than the Owners in Declarant's sole discretion, without the joinder or consent of the Owners, provided that: (a) any such third party shall be responsible for its proportionate share of all maintenance, insurance, utilities, repair, and replacement costs related to the Access Drive, Tract F, or the applicable portions thereof on the same basis as the Owners as set forth herein so as not to increase the cost reimbursements of the Owners pursuant to this Declaration; and (b) such easement for use by such third party shall not overburden the Access Drive or Tract F, and shall be subject to the same terms and conditions as are applicable to the Owner's related to their use thereof.

4. Maintenance Cost Reimbursement for the Shared Access Drive.

- a. Subject to Section 3(f) above, the Owner of Lot 19 shall reimburse the Owner of Lot 18A for its Proportionate Share of the costs incurred by the Owner of Lot 18A in performing (or causing to be performed) the Shared Access Drive Maintenance (the "Shared Access Drive Maintenance Costs"). Such reimbursement shall be made on or before the first (1st) day of each calendar month and shall be equal to 1/12th of the Proportionate Share of the Shared Access Drive Maintenance Costs attributable to Lot 19. For purposes of this Declaration, the Proportionate Share attributable to each Lot shall initially be a fraction, the denominator of which shall be the combined square footage of the Lots, the numerator of which shall be the square footage of each respective Lot. For clarity's sake, until a temporary occupancy permit has been issued for a building on Lot 19, Lot 19 shall not be considered in the determination of Proportionate Share hereunder, and the Owner of Lot 19 shall not be responsible for any Shared Access Drive Maintenance Costs hereunder, and such costs shall be borne solely by the Owner of Lot 18A. Once both Lots have been improved, the Proportionate Share attributable to each Lot shall be calculated as a fraction, the denominator of which shall be the combined square footage of the Lots, the numerator of which shall be the respective square footage of Lot 18A and Lot 19 as applicable.
- b. The Owner of Lot 18A shall provide the estimated Shared Access Drive Maintenance Costs to the Owner of Lot 19 on or before the first day of April each calendar year. Within sixty (60) days following the end of each calendar year the Owner of Lot 18A shall provide a statement detailing the actual cost of the Shared Access Drive Maintenance Costs for the preceding year (the "Annual Statement"). If the amount paid by or on behalf of the Owner of Lot 19 during the preceding year is insufficient to fully reimburse the Owner of Lot 18A for the Owner of Lot 19's Proportionate Share of the actual Shared Access Drive Maintenance Costs, then the Owner of Lot 19 shall pay the difference to the Owner of Lot 18A within 30 days after receipt of the Annual Statement. Conversely, if the amount paid by or on behalf of the Owner of Lot 19 exceeds the Owner of Lot 19's Proportionate Share of the actual Shared Access Drive Maintenance Costs, then the Owner of Lot 18A shall either refund such overpayment within thirty (30) days after the Annual Statement or credit such overpayment toward the Shared Access Drive Maintenance Costs allocated to Lot 19 for the following year. In the event the Owner of Lot 19 fails to pay its Proportionate Share within thirty (30) days it becomes due,

all unpaid amounts shall accrue interest at the rate of ten percent (10%) per annum, or such amount as is permitted by law, whichever is lesser.

- c. The Owner of Lot 19 shall have the right to audit the books and records of Lot 18A relating to the Shared Access Drive Maintenance within ninety (90) days after receiving an invoice, or the Annual Statement, as the case may be, provided that such audit shall not relieve the Owner of lot 19 of its obligation to make payment of the amount requested by the Owner of Lot 18A, which payment may, but is not required to be, made “under protest”, it being acknowledged and agreed that such payment shall not be deemed a waiver of rights by any Owner. In the event such audit reveals an overcharge or overpayment, then Owner of the Lot burdened by such overcharge or overpayment shall be entitled to a refund of same within fifteen (15) days. In the event there is a dispute whether there is an error in the charges for any maintenance contemplated or allowed hereunder, the parties to such dispute shall meet in good faith to resolve the dispute and if that is not successful within thirty (30) days, the Owner of any Lot may seek the appropriate remedies permitted by law.
  - d. In the event of an emergency repair or replacement not covered by Shared Access Drive Maintenance Costs, the Owner of Lot 19 shall make such repairs or replacements and the Owner of Lot 18A shall reimburse the Owner of Lot 19 for the Owner of Lot 18A’s Proportionate Share of the actual and reasonable documented costs and expenses incurred by the Owner of Lot 19 in performing such repairs or replacements, within thirty (30) days after receipt of an invoice therefor.
5. Initial Construction of the Shared Access Drive. Prior to the date of this Declaration, Declarant has constructed, at Declarant’s sole cost and expense, Tract F, including the portion of the Shared Access Drive located thereon. It is the intent hereof that the Owner of Lot 18A shall construct the Access Drive at its sole cost and expense in connection with its construction of its initial improvements on Lot 18A. However, if the Owner of Lot 18A has not constructed the portion of the Access Drive located on Lot 19 by \_\_\_\_\_, 2026, the Owner of Lot 19, after thirty (30) days’ written notice to the Owner of Lot 18A, may construct the portion of the Access Drive located on Lot 19. In such event, the Owner of Lot 19 shall coordinate with the Owner of Lot 18A to construct such portion of the Access Drive to the specifications required by the Owner of Lot 18A. Upon completion of such construction, the Owner of Lot 19 shall submit to the Owner of Lot 18A an invoice for the Owner of Lot 19’s actual, documented, competitively bid, out-of-pocket expenses associated with the construction of the portion of the Access Drive located on Lot 19. The Owner of Lot 18A shall reimburse the Owner of Lot 19 for such costs and expenses within thirty (30) days following the Owner of Lot 18A’s commencement of construction on Lot 18A. In the event that the Owner of Lot 19 constructs the portion of the Access Drive located on Lot 19 as contemplated in this Section 5, then the Owner of Lot 19 shall maintain and repair such portions of the Access Drive, at its sole cost and expense, until the date on which the Owner of Lot 18A commences construction on Lot 18A. Once the Owner of Lot 18A commences construction of improvements on Lot 18A, the Owner of Lot 18A shall thereafter construct the remaining portion of the Access Drive and repair, maintain, and replace the Shared Access Drive as set forth in Section 3(b), subject to reimbursement from the Owner of Lot 19 as set forth in Section 4(a).
6. Initial Construction of the Shared Signs. It is the intent of the parties that each Owner shall construct the Shared Sign located on its Lot, at such Owner’s sole cost and expense. Prior to constructing the Shared Sign on its Lot, the constructing Owner shall submit to the other Owner its plans and specifications for the Shared Sign for approval, which shall not be unreasonably withheld, conditioned, or delayed. Once constructed, no modifications (other than sign panels) shall be made to any Shared Sign without the consent of both Owners.

7. No Limitation of REA. The easements granted herein are in addition to and shall in no way limit or impair the easements and rights granted under that certain Declaration of Covenants, Restrictions and Easements dated December 15, 2025, and recorded on December 22, 2025, as Instrument Number 2025E0094719 in the deed records of Jackson County, Missouri (the “REA”). It is recognized and understood that the Oldham Village Owner’s Association, Inc., a Missouri nonprofit corporation (the “Association”), has certain rights and obligations with regard to the Property, including Tract F, pursuant to the REA, and that to carry out its obligations under the REA, the Association is an intended third-party beneficiary of this Declaration, and shall be entitled to use any or all of its remedies pursuant to the terms of the REA to enforce this Declaration or the REA.
8. Term and Rule Against Perpetuities. The easements and restrictions granted herein shall run with the land and shall be binding upon and shall inure to the benefit of all parties and all persons claiming under the Owners until December 31, 2060, at which time this Declaration and the easement granted herein shall be automatically extended for successive periods of ten (10) years, unless terminated in writing by the Owners.
9. Term of Easements. The term of the easements and restrictions granted herein shall commence upon the Effective Date and shall be perpetual.
10. Termination. Except as set forth herein, the easements and restrictions herein granted shall terminate only upon the express mutual written agreement executed by the Owners.
11. Non-Disturbance. The Owners agree not to disturb, impede or interfere with the reasonable use of the Lots or the easements herein granted, and covenant that free access, to the extent granted herein, will be maintained except for temporary disturbances for the performance of maintenance as described herein; provided that each Owner and its respective tenants, invitees and customers shall at all times have access to such Owner’s respective Lot over and across the Shared Access Drive to open and operate its business during regular business hours.
12. Indemnification. The Owners (each an “Indemnitor”) shall indemnify and hold harmless on another (each an “Indemnitee”), from and against any and all demands asserted by a third party against an Indemnitee for injuries, loss of life, or damage to property occurring within the Shared Access Drive, to the extent injuries, loss of life, or damage to property arise out of the acts or omissions of the Indemnitor, or its tenants, customers, agents, employees or invitees. The Owners covenant not to damage or cause waste to the use and enjoyment of the Lots while using the easement(s) granted herein.
13. Estoppel Requests. Within fifteen (15) days following written request of any Owner, the party receiving such request shall review and execute a standard estoppel providing, if and to the extent accurate, the following: (a) that this Declaration has not been amended, assigned, or modified in any manner not of record in the official land records of Jackson County, Missouri; (b) that there are no defaults presently existing under this Declaration by the requesting Owner or the replying Owner; (c) there are no amounts presently due and owing to or from the replying Owner or to or from the requesting Owner; and (d) to the knowledge and belief of said Owner, that there are no defaults presently existing by any other party under this Declaration.
14. No Limitation of Remedies. The rights and remedies contained in this Declaration are reserved to the Owners, their successors and assigns, except as otherwise provided herein, shall not be exclusive of any other right or remedy, but shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute.

15. Headings. The headings in this Declaration are used as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration or in any way affect its terms.
16. Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.
17. Governing Law. This Declaration shall be construed according to and governed by the laws of the State of Missouri.
18. Covenants Run with The Land. The rights, privileges, covenants, and easements contained herein shall run with the land, be binding upon and inure to the benefit of, and may be enforced by any Owner, their respective heirs, successors and assigns and shall be appurtenant to the benefitted Lot thereof.
19. No Waiver. A waiver by any Owner of any breach or default of any party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default, nor is it a waiver of, or permission (express or implied) for, any subsequent breach or default. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence in such delay or omission.
20. No Agency or Partnership. Nothing herein, or any acts of the Owners pursuant hereto, shall be deemed by the Owners, or by any third person, to create the relationship of principal and agent, partnership, joint venture or any other association between the Owners, and no provision herein is intended to create or constitute any person a third party beneficiary hereof with respect to having any right to sue for the enforcement of this Declaration.
21. Mortgages. Each holder or beneficiary ("Mortgagee") of any mortgage, deed of trust or other security instrument recorded in the land records against any Lot ("Mortgage") after the recordation of this Declaration, or recorded among the land records before the recordation of this Declaration as reflected by a consent attached hereto, shall be deemed to have agreed that the lien of its Mortgage shall be subject and subordinate to the easements, covenants and other rights created and established by this Declaration and that the sale of any Lot or any portion thereof encumbered by its Mortgage pursuant to a foreclosure thereof shall not extinguish or otherwise adversely affect any of the easements established by this Declaration. A Mortgagee shall have no liability or obligation under this Declaration except for any period of time in which it is an Owner or a Mortgagee in actual possession of a Lot or portion thereof. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees which shall be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by Mortgages on the respective Lots and portions thereof. Accordingly, no amendment, modification or termination of this Declaration shall be effective with respect to any Mortgagee unless such Mortgagee consents in writing to the amendment or modification or termination.
22. No Merger. The legal doctrine of merger shall not apply to this Declaration or the easements granted and created herein even though underlying fee ownership to the Lots or any parts thereof, is vested in one party or entity. The easements established by this Declaration and the terms and provisions contained herein shall not be deemed or construed to be merged in the fee simple ownership or title of the Lots.

23. Chapter 99 Ownership. The Owners acknowledge that the City of Lee’s Summit, Missouri (the “City”) holds fee title to some Lots within the Development pursuant to a Chapter 99 Plan as of the Effective Date, and that the Owners may own leasehold interests in their respective Lot or Lots pursuant to that certain Lease Agreement for the Entire Redevelopment Area of the Project 1 (Oldham Village) LCRA Redevelopment Plan, dated August 29, 2025 (the “LCRA Lease”), notice of which is given by that certain Memorandum of Lease Agreement recorded in the deed records for Jackson County, Missouri as Instrument No. 2025E0064903. Pursuant to Section 10.3 of the LCRA Lease, the Owners are entitled to encumber their respective Lot or Lots upon such terms and conditions as they determine without joinder, consent, signature, or approval by the City, and the leasehold nature of any Owner’s interest in any Lot shall in no way diminish the effectiveness of this Declaration.
  
24. Entire Agreement. This Declaration contains the entire agreement between the parties with respect to the matters set forth herein, and no modifications of this Declaration shall be binding upon any of the parties hereto unless evidenced by an agreement in writing, signed by the Owners, or their successors or assigns, and neither party is liable to the other or bound in any manner by common laws, express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such common law, warranties, guarantees, promises, statements, or presentations are expressly and specifically set forth and incorporated herein. The recitals set forth above are incorporated herein by this reference with the same force and effect as if set forth herein at length. Modifications, waivers and consents regarding this Declaration shall only be binding if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced.
  
25. Counterparts. This Declaration may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original.

IN WITNESS WHEREOF, this Declaration has been executed by Declarant as of the Effective Date.

**DECLARANT:**

**Oldham Investors, LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
Matthew Pennington, Manager

State of KANSAS                    )  
  ) SS.  
County of JOHNSON                )

I, \_\_\_\_\_, a notary public in and for said County, in the aforesaid State, do hereby certify that Matthew Pennington, Manager of Oldham Investors, LLC, a Missouri limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, she or it signed and delivered said instrument, pursuant to authority given to him, her, or it by the governing body of said entity, for the uses

and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, this Declaration has been executed by Oldham Village Owner's Association as of the Effective Date, as an intended third-party beneficiary hereof.

**ASSOCIATION:**

**Oldham Village Owner's Association, LLC,**  
a Missouri nonprofit corporation

By: \_\_\_\_\_  
Matthew Pennington, President

State of KANSAS                    )  
  ) SS.  
County of JOHNSON                )

I, \_\_\_\_\_, a notary public in and for said County, in the aforesaid State, do hereby certify that Matthew Pennington, President of Oldham Village Owner's Association, Inc., a Missouri nonprofit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, she or it signed and delivered said instrument, pursuant to authority given to him, her, or it by the governing body of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

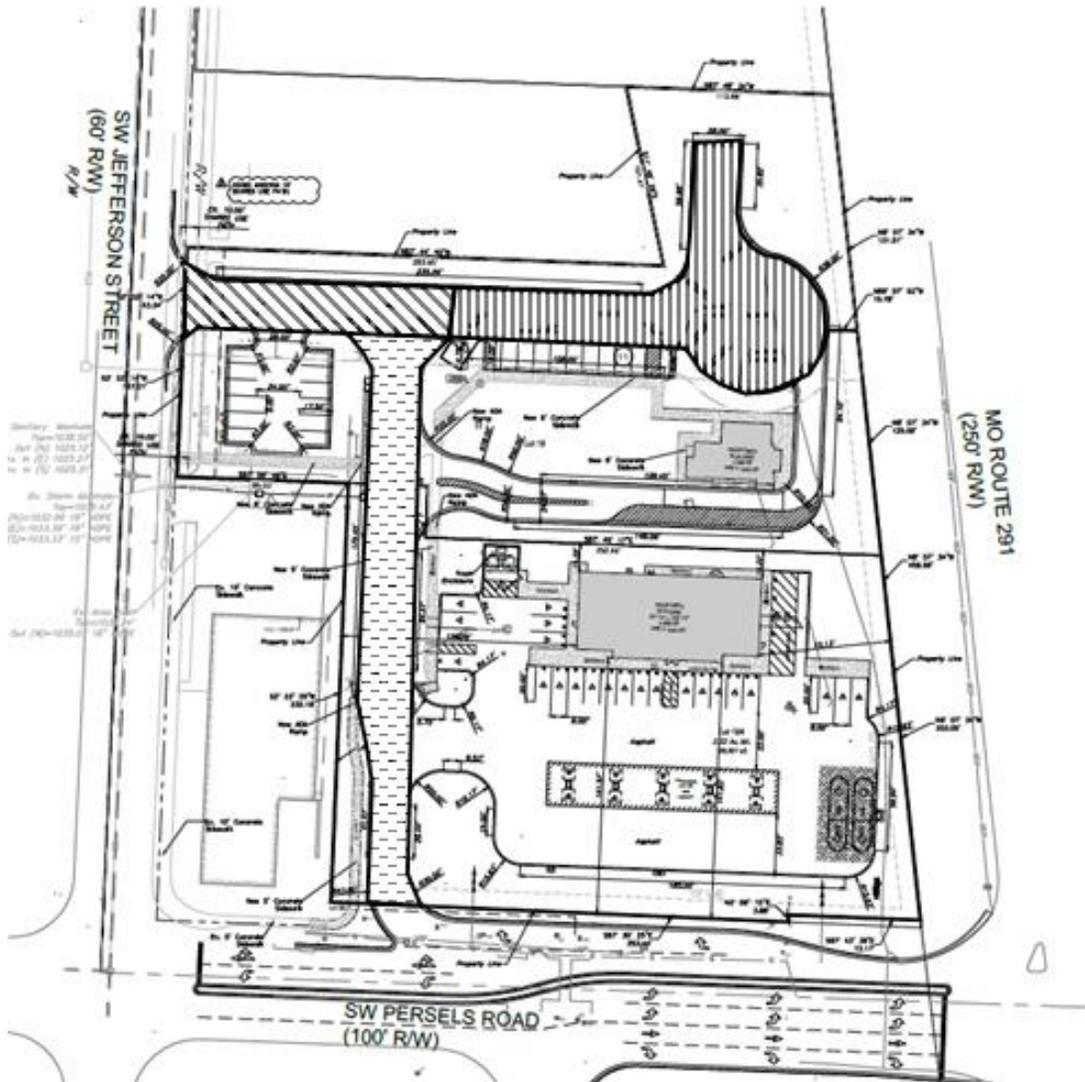
**EXHIBIT A**

**Legal Description of the Property**

Lot 18A, 19 and Tract F, Oldham Village Second Plat, Lot 18A, 19 and Tract F, a Replat of Lot 18 & Tract E of Oldham Village Second Plat, recorded on \_\_\_\_\_, 2026, as Instrument No. \_\_\_\_\_.

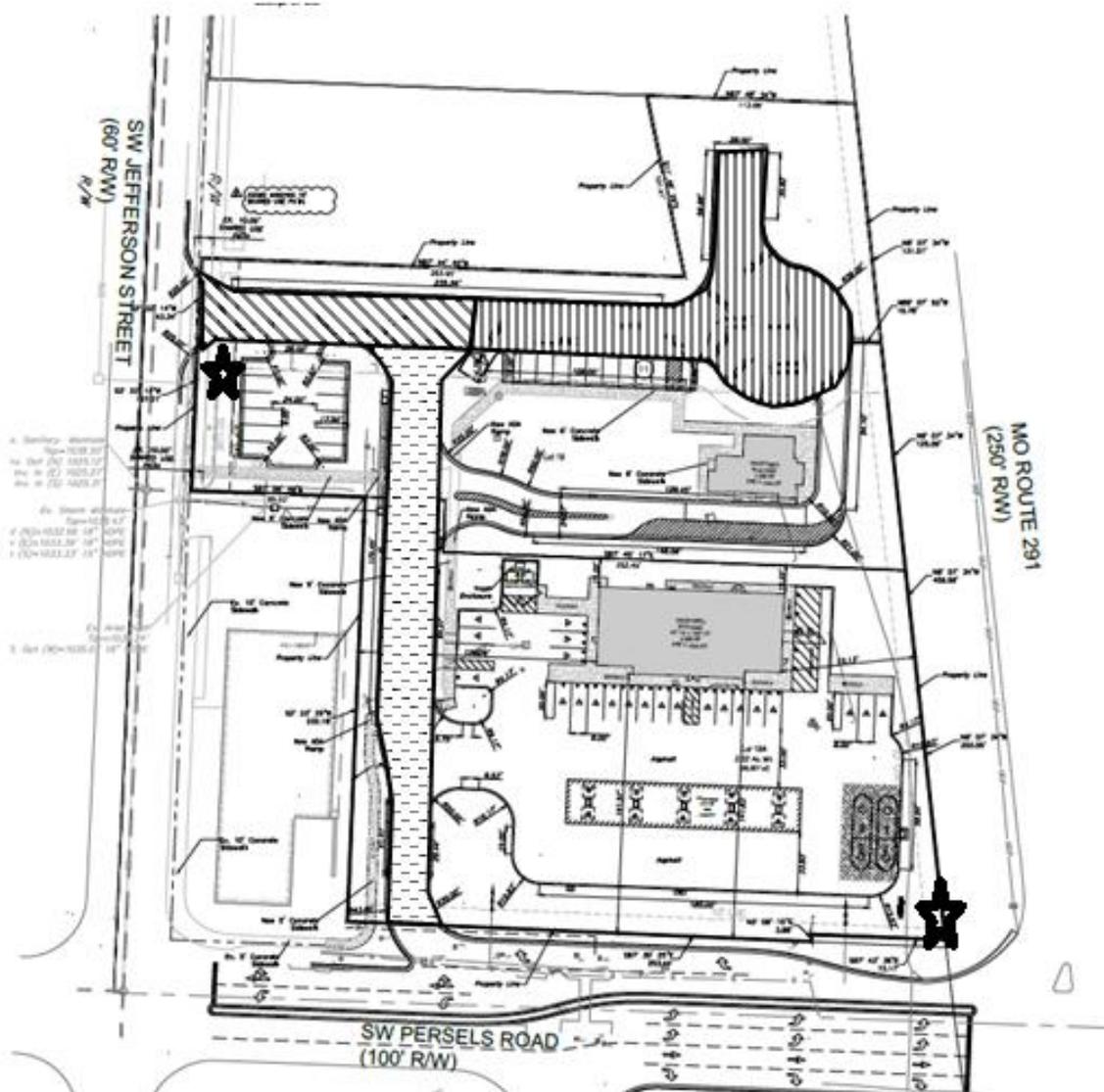


**EXHIBIT C**  
**Depiction of Tract F, Access Drive, Shared Access Drive, and Lot 19 Maintained Road**



- Declarant to CONSTRUCT roads ("Tract F")
- Lot 18A owner to CONSTRUCT ("Access Drive")
- Lot 18A owner to MAINTAIN ("Shared Access Drive")
- ("Lot 19 MAINTAIN") road

**EXHIBIT D**  
**Shared Sign Locations**



 **SHARED SIGN**