

SEP 12 1988

AND DULY  
RECORDED

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned FRANCIS P. RYAN AND MARIE LYNN RYAN, Husband and Wife; GREG VAN COEVERN AND JOANNE K. VAN COEVERN, Husband and Wife; RANDALL A. CARRIER AND MARGARET A. CARRIER, Husband and Wife and KENNETH W. WASSERMAN AND PAMELA A. WASSERMAN, Husband and Wife, hereinafter referred to as "OWNERS," are the owners of certain real property hereinafter referred to as "THE LAND," lying and situated in Saline County, Kansas, more particularly described as follows, to-wit:

Northeast Quarter (NE/4) and the North One Half of the Southeast Quarter (N/2 SE/4) of Section Thirteen (13), Township Thirteen (13), Range Three (3) West of the 6th Principal Meridian, in Saline County, Kansas.

WHEREAS, OWNERS are now dividing and planning to restrict the use of THE LAND. THE LAND is being divided as shown on Exhibit A attached hereto.

THEREFORE, the use of THE LAND, aforesaid, is hereby restricted as follows:, to-wit:

I

The tracts into which THE LAND is divided shall not be given away, sold, leased, rented, conveyed, or in anyway alienated unto any person or entity, except subject to the terms and conditions of these restrictions.

II

One detached single-family dwelling not to exceed two and one-half stories in height shall be permitted on each tract of forty acres or more. No residential dwelling may be placed on any tract containing less than forty acres.

III

A garage solely for the purpose of the storage of not more than three (3) motor vehicles may be constructed as an auxiliary to, or attached to any residential unit for the residential or private use of the owner thereof.

IV

All structures in said addition shall be of the design and type conducive to the creation of an attractive residential development and harmonious atmosphere. No dwelling or other

structures shall be placed on any parcel of land until construction plans and specifications and a plan showing the location of the structure have been approved by OWNERS or their designated representatives. When a house has been constructed on each parcel of land, the OWNERS will cease to exist in this capacity. Neither OWNERS nor their designated representative shall be entitled to any compensation for any services performed pursuant to this covenant. In the event of the inability or failure of the OWNERS, or the successor of them, or their designated representatives, to act negatively or affirmatively in the approval or rejection of the plans within thirty (30) days from the date on which they receive them, such approval must be by a majority of the owners of THE LAND.

V

The following minimum building sites, ground floor areas and setbacks are hereby required:

- (a) a minimum front setback of 100 feet from the front line of any such tract;
- (b) a minimum side yard of 100 feet on internal tracts and a minimum of 100 feet on corner tracts;
- (c) a minimum floor area of a single family dwelling, designed for two bedroom use, of 1,600 square feet; and those designed for three bedroom use, of 1,800 square feet. In the event of the construction of a two-story dwelling, not less than 1,400 square feet shall be included in the living area of the first floor.
- (d) the minimum areas, aforesaid, shall be computed by excluding the area of the garage, the basement, porches, patios, or other developed areas that are not confined within the continuous walls of the dwelling structure.

VI

No trailer, tent, shack, manufactured home or temporary structure of any nature shall be constructed, erected, used, placed or installed for use as a residence or for any other purpose on any of THE LAND, except that a barn may be constructed on any one of said tracts solely for the purpose of providing

shelter for horses, ponies or cattle owned by the owner of any of said tracts. Any barn so constructed shall not exceed two stories in height, including a loft, and shall be subject to Restriction No IV above with respect to approval by OWNERS.

VII

No commercial or industrial activity and no noxious or offensive trade shall be carried on or permitted to be carried on in the confines of THE LAND. No commercial activity in the livestock, pet or poultry business shall be carried on on any of said land and no animals or livestock of any kind shall be bred or kept on any parcel, except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose as aforesaid. The only exception is that saddle horses, ponies and cattle (not to exceed a total of one horse, pony or cow per each four (4) acres owned) may be kept for the sole use and enjoyment or for agricultural benefit of the owner of any of said tracts.

VII

No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material. Trash, garbage, or other waste shall be kept in sanitary containers and timely removed from THE LAND. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

IX

Any additions to an existing structure shall be in harmony with the materials and appearance of the then existing structure, and shall be in compliance with the restrictions and conditions set forth in Paragraph IV hereof, requiring prior approval of OWNERS or their designated representative.

X

It is the intent of the OWNERS to preserve the aesthetic beauty of the land and no trees which add to this aesthetic beauty may be removed without first obtaining the consent of the OWNERS. In the event of the inability or failure of the OWNERS to act negatively or affirmatively with respect to authorizing

the removal of the said trees, within thirty (30) days after such request is made, such removal must be approved by a majority of the owners of the individual tracts.

XI

All dwelling houses under construction shall be completed in compliance with the plans and specifications within one year from the date of the commencement of construction.

XII

Easements for installation and maintenance of public utilities, sewer lines, television lines, gas lines, water lines, and drainage facilities are reserved for a distance of 10' on either side of the interior lot lines, for a distances of 20' over the rear of each tract and for a distance of 20' on either side of the road right-of-way. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of public utilities, sewer lines, television lines, gas lines, water lines and drainage facilities, or which may change the direction of flow of drainage channels on the easements, or which may obstruct or retard the flow of water through drainage channels on the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of said tract, except for those improvements for which a public authority or utility company is responsible.

XIII

No sign of any kind shall be displayed to the public view on any tract except one professional sign not more than one square foot, one sign not more than five square feet advertising the property for sale or rent, or signs used by builders to advertise the property during its construction and sales period.

XIV

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any tract. No derrick or

other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

XV

No planting, structures, pond dams or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or streams or obstruct or retard the flow of water through drainage channels or streams except that a pond may be constructed on the Northeast one-fourth (NE $\frac{1}{4}$ ) of the Northeast one-fourth (NE $\frac{1}{4}$ ) of Section 13, Township 13, Range 3, West of the 6th P.M.

XVI

No structure shall be placed nor shall any material or refuse be placed or stored on any tract within twenty (20) feet of the edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

XVII

No tract herein, shall be resubdivided into building lots other than those shown on Exhibit A heretofore referred to, nor shall any building be erected on any residential building tract other than shown on said Exhibit A.

XVIII

All fences other than those around patios or swimming pools on said tracts shall be constructed of barbed wire, wood, or metal chain link and such construction shall be subject to Restriction No. IV with respect to approval by OWNERS.

XIX

The West One Half (W/2) of the Northeast Quarter (NE/4) shall be for the common benefit of the recorded owners thereof. Such owners shall share equally in all cost of maintenance of every type and nature, including maintenance of the pond located thereon, and each shall have equal access to said West One Half (W/2) of Northeast Quarter (NE/4), however, no one owner may pasture more than his prorata share of livestock as provided in

paragraph VII hereof, without the consent of the other two owners. All care and maintenance decisions shall be made by a majority of the owners of said 80 and each may enclose up to two (2) acres of their individual tracts for personal use.

XX

These covenants are to run with the land and shall be binding on all parties and all persons for a period of thirty-five (35) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of the tracts has been recorded at anytime after the expiration of the 35-year period agreeing to change these covenants in whole or in part.

XXI

No owner or subsequent owner of any of the tracts shall join with any other owner or adjacent property owner in the petition for the creation of a roadway along the North side of the NE/4 of 13-13-3.

XXII

Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

XXIII

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

XXIV

Any one or all of these restrictions may be altered or amended at any time upon the approval of a majority of the OWNERS named herein.

Dated this 6th day of September, 1988

Francis P. Ryan  
FRANCIS P. RYAN

Marie Lynn Ryan  
MARIE LYNN RYAN

Greg Van Coevern  
GREG VAN COEVERN

Joanne K. Van Coevern  
JOANNE K. VAN COEVERN

Randall A. Carrier  
RANDALL A. CARRIER

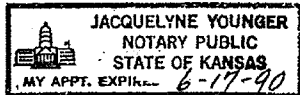
Margaret A. Carrier  
MARGARET A. CARRIER

Kenneth W. Wasserman  
KENNETH W. WASSERMAN

Pamela A. Wasserman  
PAMELA A. WASSERMAN

STATE OF KANSAS, COUNTY OF SALINE, SS:

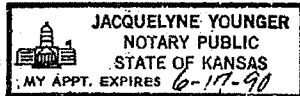
The foregoing instrument was acknowledged before me this 6th day of September, 1988, by FRANCIS P. RYAN and MARIE LYNN RYAN, Husband and Wife.



Jacquelyne Younger  
NOTARY PUBLIC

STATE OF KANSAS, COUNTY OF SALINE, SS:

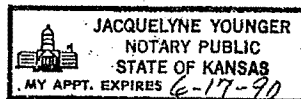
The foregoing instrument was acknowledged before me this 6th day of September, 1988, by GREG VAN COEVERN and JOANNE K. VAN COEVERN, Husband and Wife.



Jacquelyne Younger  
NOTARY PUBLIC

STATE OF KANSAS, COUNTY OF SALINE, SS:

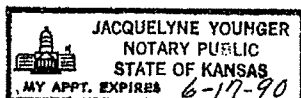
The foregoing instrument was acknowledged before me this 6th day of September, 1988, by RANDALL A. CARRIER and MARGARET A. CARRIER, Husband and Wife.



Jacquelyne Younger  
NOTARY PUBLIC

STATE OF KANSAS, COUNTY OF SALINE, SS:

The foregoing instrument was acknowledged before me this 6th day of September, 1988, by KENNETH W. WASSERMAN and PAMELA A. WASSERMAN, Husband and Wife.



Jacquelyne Younger  
NOTARY PUBLIC

Notary Public