

Declaration of restrictions, covering Homestead Acres, a subdivision in
Section 1, Township 18 South, Range 18 East, Franklin County,
Kansas described in a survey completed by Todd Burroughs, PLS-1187
of Taylor Surveying, Ottawa, Kansas.

Whereas the undersigned, Homewood Farms, is the owner of the following
described real property, to wit:

Lot 1 – consisting of 6.49 acres m/l
Lot 2 – consisting of 6.22 acres m/l
Lot 3 – consisting of 5.01 acres m/l
Lot 4 – consisting of 6.13 acres m/l
Lot 5 – consisting of 7.58 acres m/l
Lot 6 – consisting of 8.54 acres m/l
Lot 7 – consisting of 10.0 acres m/l
Lot 8 – consisting of 10.0 acres m/l
Lot 9 – consisting of 54.37 acres m/l

And, whereas, said owner desires to make the following declarations as to
the limitations, restrictions, and uses to which these tracts can be put, hereby
specifying that these declarations shall constitute covenants to run with all
persons claiming under them and for the benefit of and limitations of all
future owners in this acreage.

(Original compared with record)

FILED FOR RECORD
TIME 10:10 A.M.

Miss. FEB 15 2005
Book 223 Page 635
REGISTER OF DEEDS, FRANKLIN CO., KS
INSTRUMENT # 794
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The purpose of the restrictions is to ensure the use of the property for attractive residential, to prevent nuisances, to maintain the attractiveness of the property, and thereby to secure each owner full benefit and enjoyment of their home with no greater restrictions upon the free use of a site than is necessary to insure the same advantages to other site owners.

These covenants shall bind for a period of ten years from the date recorded after which time said covenants shall be automatically extended for a successive ten year period unless an instrument signed by a simple majority of the then owners of the above described lots has been recorded agreeing to change said covenants in whole or in part.

The following restrictions shall be kept by all persons owning, occupying, or using said land and may be enforced by injunction, mandatory or otherwise, or suit at law. If any of the parties, herewith, their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person owning real property in the development to prosecute any proceedings at law or against the person violating any such covenants and prevent him from doing so, or recover damages for such violation.

INVALIDATION OF ANY OF THESE RESTRICTONS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY EFFECT ANY OF THE OTHER PROVISIONS, WHICH REMAIN IN FULL FORCE AND EFFECT.

Restrictions applying to all nine tracts are:

- 1 All dwellings must be on permanent foundations.
- 2 All lots in the tracts shall be known as residential lots, limited to one single family dwelling not to exceed two and one-half stories in height, no more than one detached garage, and no more than one barn.
- 3 Owners shall be allowed no more than one horse per acre and no more than three dogs.
- 4 Livestock, other than horses shall be prohibited on all lots with the exception of Lot 9. Livestock may be kept on the portion of this tract south of the creek. Livestock is prohibited on the acreage north of the creek.
- 5 All trash must be placed in closed receptacles and removed in a timely manner
- 6 No signs, billboards or advertising structures may be constructed.
- 7 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.
- 8 All structures and improvements shall be kept in a good state of repair and the extension thereof shall be kept clean and properly maintained.
- 9 With the exception of strike of force or force majeure no residence shall remain with it's exterior in an unfinished condition for longer than six (6) months after commencement of construction. In the event of fire, storm or other damage no building shall remain in disrepair longer than six (6) months.
- 10 No inoperable vehicles, machinery or items of junk or salvage shall be stored or kept upon said lot.
- 11 Lots should be mowed regularly and kept free of brush and weeds.
- 12 Modular homes are permitted, however all must be a residential design with a pitched roof. Units must be new, and built no earlier than January 1st, 2003.

Signed by the owner, Homewood Farms.

This 11 day of Feb., 2005

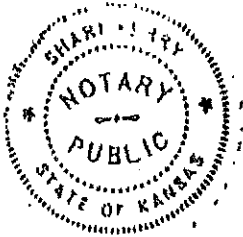
Homewood Farms

Michael Olson

Michael Olson
Date

Notary: Shai Perry Date
2-11-05

My commission in Kansas expires :
12-18-08



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