

**DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS
FOR PLEASANT VIEW ACRES AND CERTAIN ASSOCIATED PROPERTY**

William Nisly and Elizabeth Nisly, husband and wife, (pertaining to Lots 1 and 11, Block 1, and Lot 7, Block 2, Pleasant View Acres); Albert J. Miller and Rebecca Miller, husband and wife, (pertaining to Lots 2 and 10, Block 1, and Lot 8, Block 2, Pleasant View Acres); Reno Fabricating, Inc., by and through Norman D. Yutzy, its President, and Kenneth L. Yutzy, its Secretary, (pertaining to Lots 3 and 9, Block 1, and Lot 9, Block 2, Pleasant View Acres); Raymond E. Yutzy and Alta Mae Yutzy, husband and wife, (pertaining to Lot 10, Block 2, Pleasant View Acres), Pur-Feeds, Inc., by and through Mahlon Miller, its President, and Oliver Troyer, its Secretary (pertaining to Lots 4 and 5, Block 1, Pleasant View Acres); Quality Body Shop, Inc., by and through Ernest J. Yoder, its President, and Henry J. Yoder, its Secretary, (pertaining to Lots 6 and 7, Block 1, Pleasant View Acres; Oliver E. Troyer and Emma Troyer, husband and wife, (pertaining to Lot 8, Block 1, and Lot 10, Block 2, Pleasant View Acres); Mahlon Miller and Fannie Miller, husband and wife, (pertaining to Lot 8, Block 1, and Lot 10, Block 2, Pleasant View Acres); Vernon J. Miller and Lena Miller, husband and wife, (pert. to Lots 1 and 12, Block 2, Pleasant View Acres); Benjamin Henry Miller and Marlene Miller, his wife, (pertaining to Lots 2 and 5, Block 2, Pleasant View Acres); Ervin J. Stutzman and Emma Stutzman, husband and wife, (pertaining to Lots 3 and 4, Block 2, Pleasant View Acres); Stutzman Greenhouse, Inc., by and through Ben H. Miller, its President, and Marlene Miller, its Secretary, (pertaining to Lot 6, Block 2, Pleasant View Acres); Larry Nisly and Barbara Nisly, husband and wife, (pertaining to Lot 7, Block 2, Pleasant View Acres); David J. Yoder and Clara M. Yoder, husband and wife, (pertaining to Lot 11, Block 2, Pleasant View Acres).

The following are owners of tracts not in Pleasant View Acres (hereinafter referred to as "the associated tracts") who also wish to join in these restrictions,

covenants and easements: Ervin J. Stutzman and Emma Stutzman, husband and wife, (pertaining to two tracts in the Northeast Quarter (NE/4), Section 1, Township 24 South, Range 7 West of the 6th P.M., described on Exhibit "A", attached hereto and made a part hereof by reference.

Yoder Brothers Fairview Service, a partnership, pertaining to the following three (3) tracts:

TRACT #1

A tract in the Northeast Quarter (NE/4) of Section One (1), Township Twenty-four (24) South, Range Seven (7) West of the 6th P.M., described as follows: Commencing at the northwest corner of a tract now owned by Unified School District 312, thence west 141 feet, thence north 21 feet, thence west 195 feet, thence southwesterly 688 feet, thence east 904 feet, thence north 372 feet to the place of beginning;

and

TRACT #2

A tract of land in Northeast Quarter (NE/4) of Section One (1), Township Twenty-four (24) South, Range Seven (7) West of 6th P.M., described as follows: commencing at point of intersection of south line of right of way of Highway 61 with east line of said quarter section, thence running south 21.5 rods, thence west 30.5 rods for place of beginning; thence south at right angles 295.5 feet, thence west at right angles 432.5 feet more or less to intersection with south line of Highway 61, thence northeast along south line of said highway right of way 509.5 feet, thence directly east to point of beginning; except a tract of land in the Northeast Quarter of Section 1, Township 24 South, Range 7 West of the 6th P.M., described as follows: BEGINNING at a point 354.89 feet South, and 503.3 feet West of the intersection of the Southeasterly right of way line of Highway K61 and the East line of said Quarter Section; First Course, thence South 00 degrees 29 minutes East, 157.3 feet; Second Course, thence South 55 degrees 01 minute West, 244.9 feet; Third Course, thence North 88 degrees 43 minutes West, to said Southeasterly right of way line; Fourth Course, thence North 55 degrees 00 minutes East, 509.5 feet along said right of way line; Fifth Course, thence North 89 degrees, 16 minutes East, to the place of beginning;

and

STATE OF KANSAS } ss
RENO COUNTY

This instrument was filed for record on
the 17 day of June A.D. 19 28
at 2:25 o'clock P M. and duly
recorded in Book 320 on Page 90
Fee \$ 32.00

William W. Trach

TRACT #3

A tract of land in the Northeast Quarter (NE/4) of Section One (1), Township Twenty-four (24) South, Range Seven (7) West of the 6th P.M., described as follows: commencing at the northwest corner of a tract now owned by Unified School District #312, thence west 141 feet, thence north 21 feet, thence west 195 feet, thence southwesterly 688 feet for point of beginning; thence east 275 feet, thence south 80 feet, thence west to right of way of Highway K-61, thence northeasterly along said right of way to point of beginning;

and

TRACT #4

A tract in the Northeast Quarter (NE/4) of Section One (1), Township Twenty-four (24) South, Range Seven (7) West of the 6th P.M., described as follows: commencing at the intersection of center line of Chicago, Rock Island and Pacific Railroad right of way and the east line of said Northeast Quarter, thence south along east line of said Northeast Quarter 856.88 feet; thence with deflection angle 90 degrees right-west 363 feet for place of beginning; thence continuing west without deflection 139 feet, thence with deflection angle 91 degrees 04 minutes 28 seconds right-north 159.71 feet to southeasterly right of way line of U.S. Highway 50 (K-61), thence with deflection angle 138 degrees 30 minutes 13 seconds right-southeast 209.75 feet to place of beginning, containing .25 acres.

Austin Miller and Linda Miller, (pertaining to a tract described as follows:

A portion of the Northwest Quarter of Section 6, Township 24 South, Range 6 West of the 6th Principal Meridian described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 6, Township 24 South, Range 6 West of the Principal Meridian; thence South along the East line of said Northwest Quarter 290.00 feet to the Southeast corner of Lot 12, Block 2, Pleasant View Acres, a subdivision of a portion of the Northwest Quarter of Section 6, Township 24 South, Range 6 West of the 6th Principal Meridian, Reno County, Kansas, for the point of beginning; thence continuing South along the East line of said Northwest Quarter 277.51 feet; thence with a deflection angle 90°20'26" right--West parallel with the North line of said Northwest Quarter 537.81 feet; thence with a deflection angle 90°10'17" right--North 277.50 feet to the Southwest corner of Lot 12, Block 2, Pleasant View Acres; thence with a deflection angle 89°49'43" right-- East along the South line of said Lot 12 a distance of 535.46 feet (platted as 535.70 feet) to the point of beginning containing 3.419 Acres in Reno County, Kansas subject to any easements of record.

The Farmer's State Bank of Yoder, (pertaining to the following tract:

The East 187.75 feet of Lot 12, Block 2, Pleasant View Acres, a subdivision of a portion of the Northwest Quarter of Section 6, Township 24 South, Range 6 West of the 6th P.M., Reno County, Kansas, according to the duly recorded Plat thereof.)

The owners and developers of the real property located in Reno County, Kansas, and platted as Pleasant View Acres, which plat was filed with the office of the Reno County Register of Deeds on July 7, 1994, in Plat File 8 No. 221A along with the owners of the associated tracts, do hereby make this Declaration of Restrictions, Covenants and Easements for Pleasant View Acres and the other three tracts described herein.

The covenants, restrictions, and easements (hereinafter "covenants") set out herein are to run with the land and shall be binding upon all persons owning real property in the subdivision platted as Pleasant View Acres and the associated tracts, or any person or persons claiming under them.

The purposes of these restrictions, covenants, and easements are to ensure the use of the property for compatible commercial and light industrial purposes only (as defined herein), to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the overall quality of the platted area and associated areas for the mutual benefit of the lot owners.

A. ARCHITECTURAL CONTROL COMMITTEE.

1. Purpose. The Architectural Control Committee (hereinafter referred to as the "Committee") shall consist of five (5) members and shall have as its purpose to maintain a high standard of building, design, construction and alteration of construction to carry out the purposes of these Covenants and to enforce them.

2. Committee Membership. The members of the Architectural Control Committee shall consist of the officers of the Pleasant View Merchants Association, in addition to two (2) at-large members selected by the owners of Pleasant View Acres and the associated tracts, with each owner having one vote. Owners of tracts in joint

tenancy or other multiple ownership shall collectively have one vote. Initially, (1) at-large members shall be selected for a two year term and one shall be selected for a four year term. Thereafter, each member shall be selected for a four year term. Where approval of the Architectural Control Committee is required in these covenants and restrictions, such approval shall be by majority vote.

If for any reason the Pleasant View Merchants Association ceases to exist, the last officers of the Association shall designate the succeeding members of the Architectural Control Committee. Failing that designation, the property owners may, at any time, meet and select five (5) Architectural Control Committee members from their number.

3. Approval of Plans. No permanent building, temporary building, outbuilding, or other structure shall be erected on the property or altered in such way as to change its exterior dimensions until the plans and specifications, the proposed site plan, and other requirements of the Architectural Control Committee have been submitted to and approved by the Committee as to outward appearance, aesthetics, design, location with respect to lot lines, finished grade elevation, and the other standards set out herein, and the Committee approves such plans in writing; provided, however, that if the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after all requirements have been submitted in writing to the chairman of the committee, such approval shall not be required. The chairman shall call a meeting of the committee within seven (7) days after receipt of plans and specifications. Plans and/or construction not approved in such manner are in violation of this covenant and may be enjoined or ejected, but the committee, in its sole discretion, may waive such violation and grant approval to such unapproved plan and/or construction. Plan approval by the Committee shall not act as a guarantee by the Committee of the architectural and/or engineering design submitted by the applicant; a qualified architect, engineer or other expert should determine the location

and design of any structure, and the design and depth of any excavated or basement structures. The Architectural Control Committee will normally not approve the installation of a mobile or manufactured home as a temporary or permanent structure in Pleasant View. For this purpose, the term "mobile home" or "manufactured home" means a structure, transportable in one or more sections, and which is built on a permanent chassis and designed to be used as a dwelling or commercial structure with or without a permanent foundation, when connected to the required utilities.

4. Minimum Submission Material for Proposed Improvements. Each owner proposing to construct or change the exterior dimensions of any building on his or her lot shall include the following information when submitting plans, unless otherwise indicated by the Committee:

- a. Site plan, including property lines, setbacks and easement; building size and location on the site; drives, walls; site drainage; and fences.
- b. Additional information may be requested if necessary to facilitate the deliberations of the Architectural Control Committee. Although not required, a full set of construction drawings for all structures is recommended.

5. Committee's Power to Grant Exceptions. The Committee shall have the power to grant exceptions to any and all covenants or restrictions listed herein, whether or not such power is specifically referred to in the particular covenant in question. This authority and discretion of the Committee shall be limited to that which can reasonably be expected to enhance the character and nature of the development in accordance with the above-stated purposes of these covenants, and not arbitrarily benefit any one individual owner to the exclusion of other owners. The granting of an exception, or the failure of the Committee to act with respect to a particular violation,

shall not constitute a waiver of that provision or of any other provision of these Covenants in the future.

6. Enforcement of Restrictions, Easements and Covenants. If the owners of any of the lots herein described shall violate any of the covenants, easements or restrictions herein set out, the Committee is expressly granted the right to prosecute any proceeding in law or in equity against the person(s) violating such covenants, easements or restrictions and to prevent such person from so doing, or to recover damages for such violation, or both. Such enforcement of these covenants, restrictions and easements is discretionary with the Committee, requires unanimous vote of the Committee and is independent of the authority and right granted herein to any and/or all of the persons owning the real property described above to enforce these covenants, easements and restrictions, and the authority granted to the Committee shall in no way limit or affect the right or authority of any such owner to enforce the same. Any failure of the Committee to act with respect to a violation of these Covenants shall not constitute a waiver by the Committee of future violations of the same nature.

B. DESIGN LIMITATIONS.

1. Permanent Foundation. Any primary structure, outbuilding, or storage shed exceeding 500 square feet shall be placed on a permanent foundation according to the standards of the construction industry.

2. Height. No structure shall be constructed which shall exceed two (2) stories or twenty-eight (28) feet in height from ground level to the highest portion of the structure.

3. Appearance. The appearance of any structure to be constructed, or to be remodeled in such manner as to change its exterior dimensions, shall be compatible in appearance with other structures in Pleasant View.

4. Fences. No fences shall exceed six (6) feet in height, and any fences constructed shall be compatible in appearance with other fences and with the structures in Pleasant View.

5. Setbacks. No structure shall be placed closer than 15 feet from the front of the lot or lots on which the structure is to be placed.

6. Drainage. The natural water drainage from each lot or tract may not be changed in such manner as to cause an increase of such water drainage to other lots or tracts.

7. Existing Structures. Existing structures are grandfathered and need not comply with these covenants, except those as to land use in the succeeding section.

C. LAND USE LIMITATIONS.

1. Commercial and Light Industrial Only. A lot or tract shall be used only for commercial and light industrial purposes. No residential buildings shall be permitted on any lot, and no building shall be erected, placed, altered or permitted on any lot other than for the purposes stated herein.

"Commercial purposes", as defined herein, shall mean office, retail shopping, and personal service uses.

"Industrial uses" are those primarily for warehousing, construction, trades, wholesale distributing, manufacturing, and fabricating operations, with the exception of those that may create a hazard, or unreasonably interfere with the rights of other property owners to full enjoyment of their properties.

2. Construction. After the owner of any lot has commenced the construction of any structure, such owner shall make a diligent effort to cause such construction to be completed within a reasonable time and in no event more than six (6) months after the commencement of construction unless otherwise approved by the Committee. During the period of construction, the builder is to maintain the lot in as

clean and uncluttered condition as is commercially feasible, and such builder shall not trespass or damage any of the surrounding lots or property thereof.

3. Division of Tracts/Lots. No tract or lot shall be subdivided for any purpose except by approval of the Committee.

4. Signs. No free-standing signs shall be displayed on any lot unless the size, form and number are first approved by the Architectural Control Committee. The height of any such sign shall not exceed twenty-four (24) feet, and any such sign shall not exceed one hundred twenty-eight (128) square feet.

5. Outside Storage. Vehicles, rolling stock, inventory, equipment, fixtures and other personal property owned or used by any lot owner or tenant shall be maintained in such a way as to not deter from the esthetical appearance of Pleasant View Acres and the associated tracts.

6. Maintenance. Buildings, outbuildings, fences, yards, and the front portions of all structures shall be repaired and maintained in such manner as to continue compatibility with other structures in the subdivision and the associated tracts.

7. Tobacco and Liquor Sales. Tobacco and liquor sales in the subdivision and the associated tracts are prohibited.

8. Sunday Sales. No business or commercial enterprise in the subdivision and the associated tracts shall be open for business on Sundays, except for emergency purposes.

9. Nuisances. No use shall be made of the properties in the addition and the associated tracts which shall constitute a nuisance according to the statutory and common law of Kansas, nor to unreasonably interfere with the authorized uses of said property owners.

D. EASEMENTS.

1. See Recorded Plat. Easements for installation and maintenance of utilities shall be reserved as shown on the recorded plat.

E. MERCHANTS' ASSOCIATION.

The owners of all lots shall be members of the Pleasant View Merchants' Association and shall be bound by the conditions thereof, including any assessments in connection therewith, and the passage of any additional covenants, restrictions and/or easements thereby. The passage of any such additional covenants, restrictions and/or easements or such developments and assessments pursuant thereto must receive the vote of seventy-five percent (75%) of all landowners, with the owners of each lot having the right to cast one (1) vote.

If a lot is further subdivided, the owner of each subdivided lot shall have one vote in the Association.

F. DURATION AND ENFORCEMENT.

1. Covenants to Run With the Land. These covenants, restrictions and easements are to run with the land. The Covenants and Restrictions shall be binding on all parties and all persons claiming under them until January 1, 2023. After such time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by sixty percent (60%) of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part. The Easements are perpetual.
2. Authority to Enforce. If the parties hereto, or any of them or their tenants, successors or assigns, or any other person, firm or corporation, shall violate or attempt to violate any of the covenants, easements or restrictions herein described, it shall be lawful for any person(s) owning any of the above-described lots to prosecute any proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, restrictions or easements either to prevent such person(s) from so doing, or to recover damages or other loss for such violation.
3. Invalidation of Part. Invalidation of any one of these covenants, restrictions or easements by judgment of Court or Court Order, or statute, shall in no

way affect any other covenant, restriction or easement contained herein, and they shall remain in full force and effect.

G. ZONING REGULATIONS.

These covenants do not supersede County Zoning Regulations which may, in some cases, be more restrictive than these Covenants.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed this 21st day of February, 1998.

William Nisly
William Nisly

Elizabeth Nisly
Elizabeth Nisly

Albert J. Miller
Albert J. Miller

Rebecca Miller
Rebecca Miller

Reno Fabricating, Inc.

by: Norman D. Yutzy
Norman D. Yutzy, President

Reno Fabricating, Inc.

by: Kenneth L. Yutzy, Treasurer
Kenneth L. Yutzy, Secretary

Raymond E. Yutzy
Raymond E. Yutzy

Alta Mae Yutzy
Alta Mae Yutzy

Pur-Feeds, Inc.

by: Mahlon Miller
Mahlon Miller, President

Pur-Feeds, Inc.

by: Oliver Troyer
Oliver Troyer, Secretary

Quality Body Shop, Inc.

by: Ernest J. Yoder
Ernest J. Yoder, President

Quality Body Shop, Inc.

by: Henry J. Yoder
Henry J. Yoder, Secretary

Oliver E. Troyer
Oliver E. Troyer

Emma Troyer
Emma Troyer

Mahlon Miller
Mahlon Miller

Fannie Miller
Fannie Miller

Vernon J. Miller
Vernon J. Miller

Lena Miller
Lena Miller

Benjamin Henry Miller
Benjamin Henry Miller

Marlene Miller
Marlene Miller

Ervin J. Stutzman
Ervin J. Stutzman

Emma Stutzman
Emma Stutzman

Stutzman Greenhouse, Inc.

by: Ben H. Miller
Ben H. Miller, President

Stutzman Greenhouse, Inc.

by: Marlene Miller
Marlene Miller, Secretary

Larry Nisly
Larry Nisly

Barbara Nisly
Barbara Nisly

David J. Yoder
David J. Yoder

Clara M. Yoder
Clara M. Yoder

Yoder Brothers Fairview Service

by: Mahlon H. Yoder

Austin Miller
Austin Miller

Linda Miller
Linda Miller

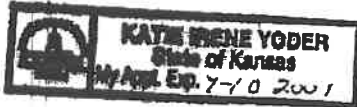
STATE OF KANSAS)

COUNTY OF RENO

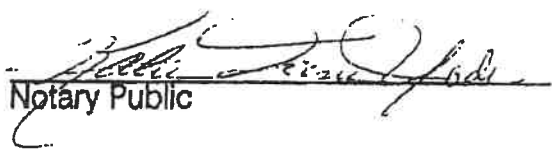
} ss:

Execution of the foregoing instrument was duly acknowledged before me this 21 day of February, 1998, by William Nisly and Elizabeth Nisly, husband and wife; Albert J. Miller and Rebecca Miller, husband and wife; Reno Fabricating, Inc., by and through Norman D. Yutzy, its President, and Kenneth L. Yutzy, its Secretary; Raymond E. Yutzy; Pur-Feeds, Inc., by and through Mahlon Miller, its President, and Oliver Troyer, its Secretary; Quality Body Shop, Inc., by and through Ernest J. Yoder, its President, and Henry J. Yoder, its Secretary; Oliver E. Troyer and Emma Troyer, husband and wife; Mahlon Miller and Fannie Miller, husband and wife; Vernon J. Miller and Lena Miller, husband and wife; Benjamin Henry Miller and Marlene Miller, his wife;

Ervin J. Stutzman and Emma Stutzman, husband and wife; Stutzman Greenhouse, Inc., by and through Ben H. Miller, its President, and Marlene Miller, its Secretary; Larry Nisly and Barbara Nisly, husband and wife; David J. Yoder and Clara M. Yoder, husband and wife; Yoder Brothers Fairview Service; and Austin Miller and Linda Miller.



(SEAL)


Notary Public

My Appointment Expires: July 10, 2001

EXHIBIT "A"
to
DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS
FOR PLEASANTVIEW ACRES AND CERTAIN ASSOCIATED PROPERTY

Legal Description of Tracts owned by Ervin J. Stutzman and Emma Stutzman:

A tract commencing at the Northeast corner of the Northeast Quarter; thence South 923.10 feet to a point of beginning; thence South 320.65 feet; thence West 363 feet; thence Northwest 211.45 feet; thence Northeast 319.71 feet; thence Southeast 16.22 feet; thence Easterly 11.18 feet to the point of beginning;

and

Commencing at the Northeast corner of the Northeast quarter of Section 1, Township 24 South, Range 7 West of the 6th Principal Meridian; thence South along the East line of said Northeast quarter 923.10 feet; thence with a deflection angle $89^{\circ}25'40''$ right-West 50.00 feet for a point of beginning; thence continuing West without deflection 94.00 feet; thence with a deflection angle $90^{\circ}41'00''$ right-North 26.60 feet; thence with a deflection angle $90^{\circ}17'45''$ left-West 47.30 feet; thence with a deflection angle $34^{\circ}39'17''$ left-Southwest 29.07 feet; thence with a deflection angle $40^{\circ}05'54''$ right-West 11.18 feet; thence with a deflection angle $49^{\circ}14'14''$ right-Northwest 16.31 feet to the Southeasterly right-of-way line of U.S. 50 Highway; thence with a deflection angle $90^{\circ}56'59''$ right-Northeast along said right-of-way line 181.72 feet; thence with a deflection angle $85^{\circ}53'15''$ right-Southeast 57.70 feet; thence with a deflection angle $38^{\circ}40'00''$ right-South 81.22 feet to the point of beginning containing 0.30 acre in Reno County, Kansas subject to any easements of record.