

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS RUNNING WITH THE LAND CONTAINED IN PRAIRIE LAKE ESTATES A SUBDIVISION IN SECTION 21, TOWNSHIP 17 SOUTH, RANGE 19 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, BEING A PART OF A TRACT OF LAND DESCRIBED IN DEED BOOK 227, PAGE 630 AND DEED BOOK 231, PAGE 203.

NOW, THEREFORE, John A. Thompson, owner, does hereby declare that all of said property contained within Prairie Lakes Estates, Subdivision No. 1 in Franklin Co. Kansas, is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easement, liens and charges hereinafter set forth.

Note: Owners of all property shall be required to provide to the Franklin County Planning and Zoning Department a Benefit Unit Certificate issued by a Rural Water District in order to purchase any building permits. (No building permits shall be issued for residential structures unless evidence of an adequate domestic water supply has been submitted).

The purpose of the restrictions is to insure the use of the property for attractive residential uses, 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 use of the site than is necessary to insure the same advantages to the other site owners.

Lots 1 and 3 of the subdivision have existing houses with detached garages. Restrictions that do not apply to the existing houses and garages shall include the ground floor square footage, the exterior, the septic and detached garages. All other restrictions shall apply.

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 persons owning real property in the development to prosecute any proceedings at law directly against the person violating any such covenants and either prevent against the person violating any such covenants and prevent him from doing so, or recover damages for such violation.

### ARCHITECTURAL CONTROL

1. All lots in the tract shall be known as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any building site subject to these restrictions other than one new single-family dwelling not to exceed two stories in height and with an attached or detached garage facility. All homes will be constructed on site. No factory constructed or moved in homes will be permitted.

No storage, outbuildings will exceed one half of square foot of main floor of house and is to be constructed with similar material and design as house. No fences will be permitted unless approved by the architectural committee.

2. No building shall be located on any residential building lot nearer than 50 feet to the front line, or nearer than 50 feet to any interior line. For the purpose of this covenant, eaves, steps and concrete slabs shall not be considered as part of the building provided, however, this shall not be construed to permit any portion to encroach on another lot. These setback requirements may be subject to variances required by existing utility or other easements of record.
3. The ground floor area of a one story structure, exclusive of open porches and garage, shall not be less than one thousand eight hundred (1,800) square feet, nor less than one thousand three hundred (1,300) square feet for a dwelling of more than one story. Homes of more than one story shall not have less than two thousand (2,000) square feet of living area, exclusive of the garage area or basements to include walk-out basements. No dwelling shall be permitted on any lot with less than five hundred twenty eight (528) square feet of garage area. No resident shall have fewer than (2) garages doors or one (1) double wide, no more than (4) single width garage doors or two (2) double wide. Any detached garages must be within 100 feet of the residential structure. All driveways on lots shall be (6) inches gravel and chip and seal wearing surface, concrete surface or asphalt.
4. Preliminary site assessments have been completed and a determination made that all dwellings must incorporate an aerobic treatment tank and would include evaporative (ET beds), wetland, drip irrigation. And shallow at grade. Etc. The final effluent disposal systems should consist of designs approved by the Franklin County Health Department.
5. Residential structures must be total electric, heat pump, etc. No garbage or trash receptacles will be within view of any street except during the process of collection. All utility connections shall be buried, including, but not limited to, cable (Satellite dishes may be used provided such dishes are designed to blend with the landscape or otherwise hidden and cables and electrical connections are buried), phone, water and electric.
6. No mobile home, house trailer, travel trailer, recreational vehicle, utility trailer or boat may be used or occupied in any manner or stored or kept upon said lot within the subdivision, unless garaged. No unusable cars, machinery or other items of junk or salvage shall be stored or kept upon said lot.
7. Upon commencement of construction, no dwelling shall remain with it's exterior in an unfinished condition for longer than six (6) months. In the event of fire, storm or other damage, no dwelling shall remain in disrepair for a period of longer than six (6) months from the date of casualty.

8. All structures and improvements shall be kept in a good state of repair and all lawns, shrubs, trees or other growths shall be kept well.
9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that a total of two(2) dogs and/or two (2) cats shall be permitted provided that they are not kept, bred, or maintained for any commercial purposes. A total of two (2) equine will be permitted on no less than six (6) acres.
10. All residential structures shall have front exteriors consisting of not less than 25% of brick, stone, stucco, or a combination of these three. All structures must be painted in earth-tone colors only. Any detached garages must follow the same guidelines on front exteriors consisting of brick, stone, stucco or a combination of these three. No structures shall be painted in bright, bold or fluorescent colors. No metal roof unless approved by architectural committee.
11. It is hereby provided that no retail, wholesale, manufacturing, or repair business of any kind shall be permitted on any building site or in any single-family dwelling or garage erected thereon, even though it does not include the employment of any additional person or persons in the performance of such services. Camper and recreational vehicles may be parked for up to three days for loading and unloading.
12. No offensive trade, profession or hobby shall be carried on in any structure on any lot nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
13. No building shall be erected, placed, or altered in any way until the Architectural Construction Plans, Specifications and Plot Plan have been approved by the Homeowner's Association as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.
14. Maintenance of existing dams and lakes. The existing water storage structure and facilities located within Prairie Lakes Subdivision are hereby declared to be of value to and benefit of the owners of any and all land within Prairie Lakes Subdivision. The owners of land within the subdivision which includes any portion of any dam water storage retaining structure in existence at the time of recording these covenants shall not be permitted to perform any construction and excavation which would alter the existing general characteristics of the existing water storage facilities; neither shall owners be permitted to excavate or fill any areas immediately adjacent to or forming a part of water storage facilities in existence at the time of recording these covenants. It is further provided that any owner of land which includes any portion of a water storage structure or storage dam or the shoreline of any unbounded water shall have the right of access to and use of such water storage facility in common with any other owner of land encompassing any portion of water storage facilities.

The obligation to maintain and repair existing dams and lakes shall be the joint obligation of the owners of lots which lie adjacent to or include any portion of such dam or lake. There shall be no general public access to water storage facilities within Prairie Lakes Estates Subdivision. It is further provided that an owner of land in Prairie Lakes Subdivision shall have the right of access to and use of such water storage facility in common with any other owner of land encompassing any portion of said water storage facility.

15. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot.

16. The Homeowner's Association will consist of all property owners with decisions determined by a majority vote. One(1) vote per lot.

17. Architectural Committee shall consist of no less than three (3), nor more than seven (7) members. Members will be selected by vote of property owners. Committee members are;

1. John A. Thompson
2. Jerry D. Thompson
3. David A. Hornung
4. Jim Trendel

**ENFORCEMENT:** The Homeowners Association, or any owner, shall have the right to enforce, by a proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. An Owner Agreement shall be signed by all property owners at the time of lot purchase.

**SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

**AMENDMENT:** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Declaration may be amended during the first thirty (30) year period by an instrument signed by no less than 5 (five) lot owners of record. Any amendment must be recorded.

In Witness thereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10th day of August 2004

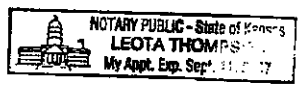
John A. Thompson  
John A. Thompson, Declarant  
8-10-04

Lot# \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

SUBSCRIBED and sworn to before me this 30th day of September, 2004.



Leta Thompson  
NOTARY PUBLIC

(Original compared with record)

FILED FOR RECORD  
TIME 8:35 A.M.

SEP 30 2004  
misc, 221, page 538  
Book 221, page 538  
REGISTER OF DEEDS, FRANKLIN CO., KS  
INSTRUMENT # 5589  
2 \$24.00