

*no assumption*

RTN: Baker & Associates  
ENV: 526 State St  
Augusta, KS 67010

BUTLER COUNTY, KS  
REGISTER OF DEEDS  
Marcia McCoy

**Book: 2015 Page: 10024**

Receipt #: 107018      Total Fees: \$108.00  
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**AMENDED  
PROTECTIVE COVENANTS AND RESTRICTIONS  
COVERING L.A. KNEBLER ADDITION IN BUTLER COUNTY, KANSAS**

KNOW ALL MEN BY THESE PRESENTS:

The Protective Covenants and Restrictions Covering L.A. Knebler Addition in Butler County, Kansas dated September 23, 1988, and recorded with the Register of Deeds of Butler County, Kansas, on September 23, 1988, in Book 432, at Page 418 (the "Covenants"), relating to the following described real estate, to wit:

The plat of which Addition was filed for record in the office of the Register of Deeds of Butler County, Kansas, on the 23<sup>rd</sup> day of September, 1988, and recorded in Plat Book O at Page 102A.

is hereby amended and replaced in its entirety as follows:

**ARTICLE I  
Association Memberships and Voting Rights**

1. There has been established the L.A. Knebler Addition Homeowners Association (hereinafter the "Association"), the principal purpose of which is to enforce the provisions of these protective covenants and restrictions.
2. Said Association has been organized as a nonprofit corporation for a perpetual term under the laws of the State of Kansas.
3. Membership in the Association shall be mandatory for each owner of a Lot within the L.A. Knebler Addition. Each such owner is hereinafter referred to as an "Owner".
4. "Member" shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any Lot. When more than one person holds an interest in any Lot, all such persons shall be Members.
5. The word "Lot", as used herein, shall mean a lot as set forth in the recorded plat of the L.A. Knebler Addition; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot".

REC  
COMP  
NUM

*[Handwritten initials and marks]*

6. Voting Rights. There shall be two (2) votes for each Lot for any matter subjected to a vote of the membership of the Association. The votes for a Lot shall be exercised as the Owners of such Lot may determine between or among themselves.
7. All actions of the Association shall be taken on its behalf by the Board of Directors ("Board") and officers, except when a vote of the Members is specifically required by these protective covenants and restrictions, the Associations's Articles of Incorporation or its Bylaws before any action may be taken.

**ARTICLE II**  
**Common Area**

1. Each Member has a right and easement of enjoyment in and to the common area described hereafter (the "Common Area").
2. The Common Area in the L.A. Knebler Addition shall consist of two areas, Reserve #1 and Reserve #2, as shown in the recorded plat of the L. A. Knebler Addition.
3. The Common Area may be used for recreation or other uses for the benefit of the Members as may be determined by the Association, except as limited herein. The use and entrance to Reserve #1 shall be limited to the Southwest area of Reserve #1 along Taylor Avenue between Lots 1 and 7. No boats, rafts, canoes, kayaks, or similar items are allowed on any of the lakes in L.A. Knebler Addition unless so authorized by the Association and the Association's insurance carrier, and if so authorized then only those crafts which are "non-motorized". There is also no swimming, wading or ice skating allowed in or on the lakes. Fishing is allowed for residents and accompanied guests only and it is requested that "catch and release" fishing be practiced.
4. Any guests in the Common Area must be accompanied by a resident of the L.A. Knebler Addition.

**ARTICLE III**  
**Assessments**

1. All Lots shall be subject to annual assessment charges to be paid by the Owners thereof to the Association, in advance, on or before the 31st day of March, in each year. The obligation of any Owner to pay assessments shall commence upon purchase of a Lot. Suspension of the right to use the Common Area or voluntary non-use thereof, shall not relieve any Owner of the obligation to pay assessments to the Association. Neither shall any Owner have any right to withhold payment of assessments by virtue of the non-payment thereof by any other Owner or the violation of these protective covenants and restrictions or any rule or regulation

promulgated by the Association, by any other Owner.

2. Each year the Board shall, prior to January 1, determine the total amount to be raised by the annual assessment charges for the next year. Each Lot shall be assessed an equal amount by the Association. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as they shall deem necessary.
3. The assessment fund shall be used for such of the following purposes as the Board shall determine necessary or advisable for improving and maintaining the Common Area and other property of the Association; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of the Common Area; for removing grass or weeds; for street lights and street signs; for purchase of insurance; for expenses incidental to the enforcement of these protective covenants and restrictions; for the payment of operating expenses of the Association; for doing any other thing necessary or advisable for the general welfare of the Members; or for any other purpose within the purpose for which said Association is incorporated.
4. All assessment charges of the Association that remain due and unpaid thirty (30) days after such charges are due shall thereafter be subject to interest at the rate of six percent (6%) over prime per annum or at such other rate as may be established from time to time by the Board.
5. The annual assessment charges of the Association, shall be a lien and encumbrance on the Lot with respect to which said charge is made, as well as the personal obligation of the Lot's Owner or Owners. By the acceptance of title to a Lot, the Owner(s) shall be held to have covenanted and agreed to pay to the Association all such charges. A certificate in writing issued by the Association or its agents setting forth the status of said charges shall be given on demand to any Owner or prospective purchaser, which certificate shall be binding upon said parties.
6. Each Owner, by the acceptance of title to a Lot, shall be held to vest in the Association the right and power to prosecute all suits, legal, equitable, or otherwise, that may be necessary or advisable for the collection of such charge or charges, and the Association shall have the right to sue for and collect a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder.
7. Maximum Annual Assessment
  - a. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than ten percent (10%) above the maximum permitted annual

assessment for the previous year without a vote of the Members.

- b. The annual assessment may be increased to an amount greater than that permitted by subsection a. of this Section only by an affirmative vote of three-fourths (3/4) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.
8. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of the Members in attendance who are voting in person or by proxy, at a meeting duly called for such purpose.

#### **ARTICLE IV Enforcement**

The Association, and any Owner, together or separately, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants, now or hereafter imposed by the provisions of these protective covenants and restrictions. The Association, or any Owner, shall have the right to include in their claim for relief a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder.

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. Neither shall failure by the Association to enforce the provisions hereof against any Owner nor violation hereof by any Owner be deemed a waiver of any provision hereof as to any other Owner.

#### **ARTICLE V General Covenants and Restrictions**

1. All Lots in said Addition shall be used for the sole purpose of single family dwellings for residential purposes. No Lot shall be divided into more than one building site, but more than one Lot may be used for one dwelling.
2. No structure shall be erected, altered or permitted to remain on any residential Lot other than one single family dwelling, not to exceed two (2) stories in height, and the appurtenances thereto, and shall contain a minimum of 1650 square feet on the ground floor, including split level dwelling; and in case of a two-story dwelling, must have a minimum of 1500 square feet on the ground floor and a minimum of 1000 feet on the second floor. Lots containing

.290 acres or less must have a minimum of 1450 square feet on the ground floor. Each house shall contain at least a two-car garage.

3. No outbuilding, unattached building, or above ground swimming pools can be moved in or constructed without written approval of the Board.
4. Garages, porches and basements shall not constitute ground floor area for the purpose of complying with these protective covenants and restrictions.
5. No trailer, basement and/or garage erected or placed in this Addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No recreational vehicle or boat shall be parked for more than fifteen (15) consecutive days or a combined total of thirty (30) days in any 365 day period.
6. All dwellings erected in said Addition shall be constructed in compliance with existing building requirements and shall harmonize in external design, appearance and location on the Lot, and in order to establish and maintain such construction in harmony, design and appearance, no residence shall be erected, placed or altered on any Lot in this Addition until the building plans, specifications and plot plans, showing the location of such residence, have been approved by the Board.
7. No obnoxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. Easements are hereby created and reserved for utility installations and maintenance. No planting, structure or other material may be placed in a utility or drainage easement which could interfere with or obstruct such easement, as shown on the plat filed with the Register of Deeds of Butler County, Kansas.
9. All roofs shall have wood shake-type shingles, clay tile roofs or Heritage Type II asphalt shingles or better.
10. Fencing. Privacy fences cannot exceed 6 feet in height. Any new fences must be approved by the Board in writing. Only wrought iron fences will be permitted on Lots 1-7 in Block 4.
11. No animals, poultry or fowl of any kind, other than house pets belonging to the household, and then no more than two (2) pets of any type over the age of six months, shall be kept or maintained on any part of the real estate subject to these covenants. No animals are to be kept or bred for commercial purposes.

12. No external wind energy systems or permanent clothesline structures are permitted.
13. Residences must be hooked to municipal water and sewer systems, except water wells for the exclusive purpose of lawn irrigation are permitted.
14. Trash, garbage or other waste shall be kept in sanitary containers, stored in enclosed areas and not visible from the street.
15. All Lots subject to these covenants must be mowed at least twice a month from May through September.
16. No signs may be erected or maintained on any Lot except for the purpose of advertising the Lot or dwelling for sale or lease, excepting temporary yard signs in support of an organization or candidate which comply with applicable laws and ordinances.
17. No Owner shall modify, change or remodel any exterior portion of their dwelling, including color, without permission and approval of the Board.
18. The Architectural Control Committee shall no longer exist.
19. With any construction, the plans and specifications are to be submitted to the Board. The Board shall approve or disapprove of the plans and specifications within 14 days of their receipt of the same.
20. These restrictions and covenants are to run with the land and shall be binding upon each Owner, their successors and assigns, and all persons claiming by, through and under them, until January 1, 2000, at which time such covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the landowners in the Addition vote to remove, alter or change said restrictions or covenants in whole or in part, and such changes and alterations shall be effective as of such date and time as they are recorded in the office of the Register of Deeds of Butler County, Kansas.
21. If the Owner or Owners of any Lot or Lots in said Addition shall violate or attempt to violate any of the restrictions or covenants herein, it shall be lawful for any other person, firm or corporation owning any real property situated in said Addition to prosecute any proceedings at law or in equity against the person or persons violating any such restrictions or covenants, as provided for in Article IV. above.
22. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

The Protective Covenants and Restrictions Covering L.A. Knebler Addition in Butler County, Kansas are hereby republished, ratified and reaffirmed in all respects, as modified by this Amendment.

IN WITNESS WHEREOF, the majority of the landowners in the L.A. Knebler Addition have executed this Amended Protective Covenants and Restrictions Covering L.A. Knebler Addition in Butler County, Kansas on the 18<sup>th</sup> day of November, 2015.

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State of Kansas, County of Butler )

This instrument was acknowledged before me on this \_\_\_\_\_ day of November, 2015, by the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Mary Ellen Nusz  
Mary Ellen Nusz

State of Kansas, County of Butler )

This instrument was acknowledged before me on this 4<sup>th</sup> day of November, 2015, by  
MARY ELLEN NUSZ.

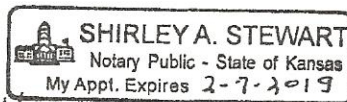
H.D. Hodge

H.D. Hodge

State of Kansas, County of Butler )

This instrument was acknowledged before me on this 4<sup>th</sup> day of November, 2015, by  
H.D. HODGE.

Shirley A. Stewart  
Notary Public

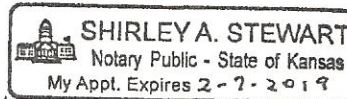


Jane E. Heise  
Jane E. Heise

State of Kansas, County of Butler )

This instrument was acknowledged before me on this 4<sup>th</sup> day of November, 2015, by  
JANE E HEISE.

Shirley A. Stewart  
Notary Public

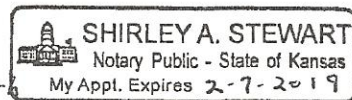


Thomas D. Reiling  
Thomas D. Reiling

State of Kansas, County of Butler )

This instrument was acknowledged before me on this 4<sup>th</sup> day of November, 2015, by  
THOMAS D REILING.

Shirley A. Stewart  
Notary Public

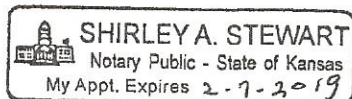


Lolita Zerbe  
Lolita Zerbe

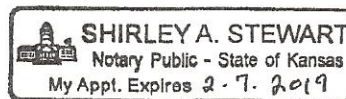
State of Kansas, County of Butler )

This instrument was acknowledged before me on this 4<sup>th</sup> day of November, 2015, by  
Lolita Zerbe.

Shirley A. Stewart  
Notary Public



Shirley A. Stewart  
Notary Public



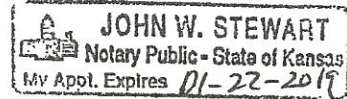


Shirley A. Stewart  
Shirley A. Stewart  
State of Kansas, County of Butler )

This instrument was acknowledged before me on this 4<sup>th</sup> day of November, 2015, by  
Shirley A. Stewart.

Gorden R MacPhail  
Gorden R. MacPhail  
State of Kansas, County of Butler )

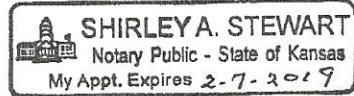
John W. Stewart  
Notary Public



This instrument was acknowledged before me on this 5<sup>th</sup> day of November, 2015, by  
Gorden R MacPhail.

Melody L. Gault  
Melody L. Gault  
State of Kansas, County of Butler )

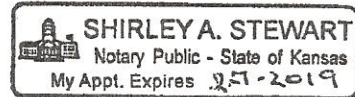
Shirley A. Stewart  
Notary Public



This instrument was acknowledged before me on this 6<sup>th</sup> day of November, 2015, by  
Melody L Gault.

W.K. Shriver  
W.K. Shriver  
State of Kansas, County of Butler )

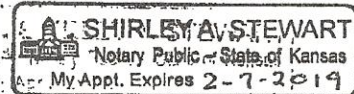
Shirley A. Stewart  
Notary Public



This instrument was acknowledged before me on this 6<sup>th</sup> day of November, 2015, by  
WK SHRIVER.

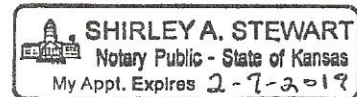
Abby Bryan  
Abby Bryan  
State of Kansas, County of Butler )

Shirley A. Stewart  
Notary Public



This instrument was acknowledged before me on this 6<sup>th</sup> day of November, 2015, by  
Abby Bryan.

Shirley A. Stewart  
Notary Public

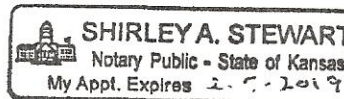


*Dave Mattingly*  
Dave Mattingly  
State of Kansas, County of Butler )

This instrument was acknowledged before me on this 6<sup>th</sup> day of November, 2015, by  
Dave Mattingly.

*Sharla Keller*  
Sharla Keller  
State of Kansas, County of Butler )

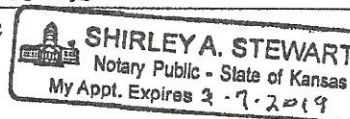
*Shirley A. Stewart*  
Notary Public



This instrument was acknowledged before me on this 8<sup>th</sup> day of November, 2015, by  
Sharla Keller.

*Paul D. Cauthron*  
Paul D. Cauthron  
State of Kansas, County of Butler )

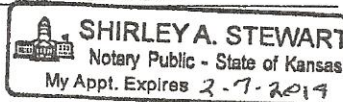
*Shirley A. Stewart*  
Notary Public



This instrument was acknowledged before me on this 8<sup>th</sup> day of November, 2015, by  
PAUL D CAUTHRON.

*Robert D. Griffith*  
Robert D. Griffith  
State of Kansas, County of Butler )

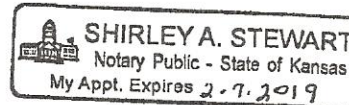
*Shirley A. Stewart*  
Notary Public



This instrument was acknowledged before me on this 8<sup>th</sup> day of November, 2015, by  
Robert D. Griffith.

*ROBERT D. GRIFFITH*  
State of Kansas, County of Butler )

*Shirley A. Stewart*  
Notary Public



This instrument was acknowledged before me on this \_\_\_\_\_ day of November, 2015, by  
\_\_\_\_\_.

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

Dee Ann Bisagno  
DeeAnn Bisagno  
State of Kansas, County of Butler )

This instrument was acknowledged before me on this 8<sup>th</sup> day of November, 2015, by  
DeeAnn Bisagno.

Shirley Stewart  
Notary Public

Janelle Ledgerwood  
Janelle Ledgerwood  
State of Kansas, County of Butler )



This instrument was acknowledged before me on this 8<sup>th</sup> day of November, 2015, by  
Janelle Ledgerwood.

Shirley A. Stewart  
Notary Public

Jozette J. Patterson  
Jozette J. Patterson  
State of Kansas, County of Butler )

This instrument was acknowledged before me on this 9<sup>th</sup> day of November, 2015, by  
Jozette J. Patterson.

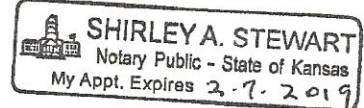
Shirley A. Stewart  
Notary Public

Gary L. Thomas  
Gary L. Thomas  
State of Kansas, County of Butler )

This instrument was acknowledged before me on this 9<sup>th</sup> day of November, 2015, by  
Gary L. Thomas.

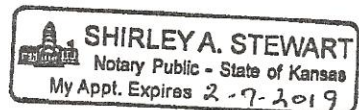
Shirley A. Stewart  
Notary Public

Michele A. Ridder  
Michele A. Ridder  
State of Kansas, County of Butler )



This instrument was acknowledged before me on this 10<sup>th</sup> day of November, 2015, by  
Michele A. Ridder.

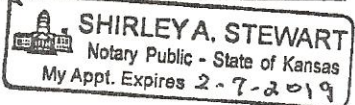
Shirley A. Stewart  
Notary Public



Ashley Sweats  
Ashley Sweats  
State of Kansas, County of Butler )

This instrument was acknowledged before me on this 11/10 day of November, 2015, by  
Ashley Sweats.

Tom Finger  
Tom Finger  
State of Kansas, County of Butler )

Shirley A. Stewart  
Notary Public  


This instrument was acknowledged before me on this 11th day of November, 2015, by  
Tom Finger.

A.J. Kirk  
A.J. Kirk  
State of Kansas, County of Butler )

Shirley A. Stewart  
Notary Public  


This instrument was acknowledged before me on this 11<sup>th</sup> day of November, 2015, by  
A.J. Kirk.

\_\_\_\_\_  
State of Kansas, County of Butler )

Shirley A. Stewart  
Notary Public  


This instrument was acknowledged before me on this \_\_\_\_\_ day of November, 2015, by  
\_\_\_\_\_.

\_\_\_\_\_  
State of Kansas, County of Butler )

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of November, 2015, by  
\_\_\_\_\_.

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

Walter L. Sharp  
Walter L. Sharp

State of Kansas, County of Butler )

This instrument was acknowledged before me on this 16<sup>th</sup> day of November, 2015, by Walter L. Sharp.

Brandon Salisbury  
Notary Public  
BRANDON SALISBURY  
Notary Public  
State of Kansas  
My Commission Expires 4/26/16

Craig A. Sharp  
Craig A. Sharp

State of Kansas, County of Butler )

This instrument was acknowledged before me on this 16<sup>th</sup> day of November, 2015, by Craig A. Sharp.

Brandon Salisbury  
Notary Public  
BRANDON SALISBURY  
Notary Public  
State of Kansas  
My Commission Expires 4/26/16

Anthony J. Nuessen  
Anthony J. Nuessen

State of Kansas, County of Butler )

This instrument was acknowledged before me on this 16<sup>th</sup> day of November, 2015, by Anthony J. Nuessen.

Brandon Salisbury  
Notary Public  
BRANDON SALISBURY  
Notary Public  
State of Kansas  
My Commission Expires 4/26/16

Denise L. Rockers  
Denise L. Rockers

State of Kansas, County of Butler )

This instrument was acknowledged before me on this 16<sup>th</sup> day of November, 2015, by Denise L. Rockers.

Brandon Salisbury  
Notary Public  
BRANDON SALISBURY  
Notary Public  
State of Kansas  
My Commission Expires 4/26/16