

PROTECTIVE COVENANTS AND RESTRICTIONS
COVERING L. A. KNEBLER ADDITION IN
BUTLER COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, L. A. Knebler and Linda K. Knebler, his wife, owners of each and all of the lots and blocks described in and constituting "L. A. KNEBLER ADDITION," an Addition in Butler County, Kansas, the plat of which Addition was filed for record in the office of the Register of Deeds of Butler County, Kansas, on the 23rd day of September, 1988, and recorded in Plat Book 0, at page 102 A, is desirous of providing for the uniform development of said Addition;

NOW, THEREFORE, in order to procure and bring about the uniform development and improvement of said Addition, the undersigned do hereby ordain, establish and promulgate the following protective covenants and restrictions which shall apply to each and all of the residential lots in said Addition, to wit:

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 used building or other structure shall be moved on to any lot.

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) days.

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 L. A. Knebler or the "Architectural Committee" hereinafter provided for. Said L. A. Knebler or said Architectural Committee shall be entitled to no compensation for services performed to this covenant.

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 fireplaces located in conjunction with a dwelling on the premises shall be of masonry construction, and all roofs on said dwelling shall have wood, shake-type shingles or "wood roof shingles" manufactured by Monsanto Company, or clay tile roof.

10. Fencing. Decorative chain link fence with top rail or split rail fence, not to exceed five (5) feet in height, can be used on the property lines of the lot owner. Privacy fences cannot exceed (7) feet in height. Privacy fences are described as those used to fence in a swimming pool area or patio, not to exceed twenty (20) feet larger in each direction than the swimming pool or patio. Any new or stockade-type fence must be approved by Architectural Committee.

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 under 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.

17. No owner shall modify, change or remodel any exterior portion of their dwelling without permission of the Architectural Control Committee, including color.

18. The Architectural Control Committee shall be composed of three members, and such Control Committee shall be composed of L. A. Knebler and two other lot owners after there has been ten (10) of the lots sold. The two members shall be elected by the ten or more lot owners.

19. Plans and specifications to be submitted, as herein provided, unto L. A. Knebler, Rural Route #1, Augusta, Kansas, or when appropriate the Architectural Committee, or at such other place as the Committee may designate. In the event that any person desiring to submit plans and specifications cannot make delivery at the address aforesaid, then personal delivery to L. A. Knebler or any member of the Architectural Committee shall be deemed proper submission. The undersigned for the Committee shall approve or disapprove such plans and specifications submitted to them or it within thirty (30) days after receipt of the same; and if they or it fail to approve or

disapprove, in writing, within such period, such plans and specifications shall be deemed to have been accepted and the person submitting the same may proceed with construction in accordance therewith: PROVIDED, HOWEVER, that nothing herein, shall be construed, by action or omission, to act by the undersigned or the Committee to waive, alter or change any of the specific provisions of the within covenants, and any person constructing on the subject property shall comply with such rules and regulations and the undersigned, nor the Committee, shall be authorized or empowered to waive the same either by implication or action.

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 for 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 undersigned or any future 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, or attempting to violate, any such restrictions or covenants, and either to prevent him or them from so doing or to recover damages for such violation.

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

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be signed on their behalf.

L. A. Knebler
L. A. Knebler

Linda K. Knebler
Linda K. Knebler

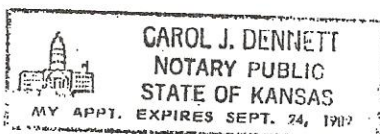
STATE OF KANSAS)
) SS.
BUTLER COUNTY)

BE IT REMEMBERED, That on this 23rd day of September, 1988, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came L. A. KNEBLER and LINDA K. KNEBLER, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Carol J. Dennett
Notary Public

My appointment expires 9-24-89



STATE OF KANSAS)
COUNTY OF BUTLER) SS

Recorded September 23, 1988

At 4:25 P.M. FEE \$7.00

Misc. Book 432 Page 418

Dixie Rose

DIXIE ROSE
Register of Deeds

By:

RIN-Goedecke Eng.
P.O. Box 629
El Dorado, KS 67042