

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTION
DEER RIDGE ESTATES

THIS DECLARATION, made on the date hereinafter set forth by Larry L. Wedman, and Linda J. Wedman, husband and wife, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Leavenworth, State of Kansas, which is more particularly described as:

Lots One(1) through Ten (10) in Deer Ridge, a subdivision in Leavenworth County, Kansas.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

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ARTICLE II

The following covenants, conditions and restrictions define the future rights, duties, and obligations of the Owners of the above described property.

ARTICLE III

DEFINITIONS

Section 1: "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, or a fee simple title to any lot which is a part of the Properties, including contract sellers, buy excluding those having such interest merely as security for the performance of an obligation unless they have acquired title to a Lot pursuant to foreclosures or any proceeding in lieu thereof.

Section 2: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: "Lot" shall mean and refer to any of the Lots shown on the recorded subdivision plat of the Properties and to such other Lots that may become subject to the jurisdiction of the Association.

Section 4: "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designated and intended for use and occupancy as a residence by a single family.

ARTICLE IV
GENERAL RESTRICTIONS

Section 1. Land Use.

A. Subdivisions. No Lots should be used for subdivisions without the approval of the Architectural Control Committee.

B. Dwelling Size. The ground floor of the main structure of any residential dwelling exclusive of one story open porches and garages shall not be less than 1500 square feet for one floor dwellings and 1200 square feet for two floor dwellings/floor.

C. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications, including, but not limited to, specifications on exterior materials and colors, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to type of materials, exterior colors, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall have the power to waive any requirements called for in these covenants. The Architectural Control Committee shall have complete discretion as to the extent of detail required in plans submitted.

D. Construction Requirements. Exterior walls of all dwellings, shall be of brick, stone, wood shingles, wood siding wood paneling, glass, glass blocks or any combination thereof. Roofs shall be constructed of architectural composition shingles or better. Windows, doors and louvers shall be of wood or metal and glass, provided, however, that no exterior front of a residence or building shall have less than 20% of said front constructed of brick or stone. All exterior walls and roofs shall be as specified above unless approval is otherwise granted by the Architectural Control Committee. No building shall be permitted to stand with its exterior in an unfinished condition for longer than one year after commencement of construction. In the event of fire, windstorm or other damages, no building shall be permitted to remain in a damaged condition longer than six months after the date of damage. For each month that there shall be a violation of the previous two sentences, a fine of One Hundred Dollars (\$100.00) shall be due and payable from the record title Owner of the property where said violated condition exists to the Architectural Control Committee provided for herein.

E. Outbuildings. Outbuilding shall be of "Morton Building" quality or better and must be approved by the Architectural Control Committee.

F. Easements. Easements for installation and maintenance of utilities, drainage facilities and pedestrian ways are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements or which may hinder use as a pedestrian walkway. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, this Association or a utility company is responsible.

G. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All grasses, weeds, and brush shall be maintained to present a pleasing and neat visible appearance to the neighborhood.

H. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time as a residence, either temporarily or permanently. No mobile home or building constructed of or from a mobile home or its components shall be placed on any Lot at any time.

I. Signs. No signs, advertisement or advertising structures of any kind may be erected or maintained on any of said Lots without the consent in writing of the Architectural Control Committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each Lot or Tract as sold or conveyed, which advertising board shall not be more than five square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot or Tract upon which it is erected.

J. Livestock & Poultry. Horses only will be allowed; provided they are kept in clean and attractive barns and pens. All such pens shall be allowed only on the six acres located furthest from the county road. A maximum of no more than a total number of six animals over the age of six months shall be allowed.

K. Garages. All dwellings shall contain a garage with the capacity to hold at least two automobiles.

L. Garbage and Refuse Disposal. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All sanitary containers shall be enclosed and all enclosures shall be built-in and architecturally designed. Changes from this requirement shall be made only with the approval of the Architectural Control Committee. All incinerators or other equipment for the storage or disposal of materials shall be kept in such a manner that it shall not be a fire hazard. No trash shall be dumped or burned nearer than seventy feet from any Lot line.

M. Type of Living Unit. No building shall be constructed upon any Lot other than a single-family residence. No building shall be used upon any Lot for a purpose other than as a single-family residence.

N. Foundations. All buildings shall be placed upon a basement constructed of concrete or upon a permanent foundation located upon concrete.

O. Fences. All fences shall be approved by the Architectural Control Committee.

Section 2. Architectural Control Committee.

A. Membership. The Architectural Control Committee is composed of Larry J. Wedman, Linda J. Wedman and a third member to be selected by Larry L. Wedman and Linda J. Wedman. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated Representative shall be entitled to any compensation for services performed pursuant to this covenant. After fifteen years from the date that these covenants are recorded, the then record Owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties or to disband the Committee. In the event that they shall fail to so act, the Committee shall continue in full force and effect for a total period of thirty years from the date these covenants are recorded, after which time said covenant shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change such covenants in whole or in part.

B. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suite to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE V

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect other provisions and shall remain in full force and effect.

Section 2. Amendments. 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.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 9 day of June, 1993.

Larry L. Wedman
Larry L. Wedman

Linda J. Wedman
Linda J. Wedman

STATE OF KANSAS)
) SS.
COUNTY OF DOUGLAS)

BE IT REMEMBERED THAT on this 9 day of June, 1993, before me, a the undersigned a Notary Public in and for the County and State aforesaid, came Larry L. Wedman and Linda J. Wedman, husband and wife, who are personally known to me to be the same persons who executed the above and foregoing instrument, dully acknowledging the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Dixie L. Greeno
Notary Public

My Appointment Expires:
March 1, 1994

AMENDMENT

TO

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

DEER RIDGE ESTATES

(Original Declaration recorded in
Book 680, Page 620 June 14, 1993).

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by Larry L. Wedman, and Linda J. Wedman, husband and wife, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Leavenworth, State of Kansas, which is more particularly described as:

Lots One (1) through Ten (10) in Deer Ridge, a subdivision in Leavenworth County, Kansas.

The following changes are hereby made to the original document recorded in Book 680, Page 620, June 14, 1993:

(Under ARTICLE IV - GENERAL RESTRICTIONS - Section 1. Land Use.)

B. Dwelling Size. The ground floor of the main structure of any residential dwelling exclusive of one story open porches and garages shall not be less than 1500 square feet for one floor dwellings and 900 square feet for two floor dwellings/floor.

D. Construction Requirements. Exterior walls of all dwellings, shall be of brick, stone, wood shingles, wood siding wood paneling, glass, glass blocks or any combination thereof. Roofs shall be constructed of architectural composition shingles or better. Windows, doors and louvers shall be of wood or metal and glass. Exterior front of a residence shall not be required to have stone or brick. All exterior walls and roofs shall be as specified above unless approval is otherwise granted by the Architectural Control Committee. No building shall be permitted to stand with its exterior in an unfinished condition for longer than one year after commencement of construction. In the event of fire, windstorm or other damages, no building shall be permitted to remain in a damaged condition longer than six months after date of damage. For each month that there shall be a violation of the previous two sentences, a fine of One Hundred Dollars (\$100.00) shall be due and payable from the record title Owner of the property where said violated condition exists to the Architectural Control Committee provided for herein

All other Conditions and Restrictions remain unchanged from original document.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 14 day of Dec., 1993

Larry L. Wedman
Larry L. Wedman

Linda J. Wedman
Linda J. Wedman

STATE OF KANSAS)
) SS.
COUNTY OF DOUGLAS)

BE IT REMEMBERED THAT on this 14 day of Dec., 1993, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Larry L. Wedman and Linda J. Wedman, husband and wife, who are personally know to me to be the same persons who executed the above and foregoing instrument, duly acknowledging the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Dixie L. Greeno
Notary Public

My Appointment Expires:

March 1, 1994

STATE OF KANSAS
COUNTY OF LEAVENWORTH } SS
FILED FOR RECORD

1993 DEC 21 A 9:04 AM
Dora I. Farmer
DORA I. FARMER
REGISTER OF DEEDS

DEP