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**RESTRICTED COVENANTS FOR CERTIFICATE OF
SURVEY BOOK 19 PAGES 402-404
ALSO KNOWN AS: WHITEACRE MEADOWS**

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made effective the 2ND day of January 2019 (the “effective date”) by Charles and April Whittaker (the “Declarants” and “Developer / Owner.”)

RECITALS

Declarants desire to place certain covenants, conditions, restrictions, easements, charges and liens upon certain real property located in Douglas County, Kansas and described in Exhibit A attached to and by reference made a part of this Declaration (the “real estate”) for the benefit of Declarant and Declarant’s successors, grantees, and assigns, and to protect the value and desirability of the Real Estate and contiguous real property owned by Declarants, or in which the Declarants have an interest.

DECLARATION

NOW, THEREFORE, Declarants declares that the Real Estate is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens described in this Declaration, for the purposes of

- (i) Enhancing and protecting the value, desirability, and attractiveness of the real Estate and contiguous real property owned by the Declarants or in which the Declarants have an interest.
- (ii) Increasing the Owners benefit to be derived from the Real Estate,
- (iii) Protecting the owners, lessees, and sub-lessees of any part of the Real Estate against incompatible uses of other parts of the Real Estate.

These easements, covenants, restrictions, and conditions shall run with the Real Estate and shall be binding upon all parties having or acquiring any right, title or interest in the Real Estate or any part hereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

1. “**Build Out Plans**” shall mean and refer to the Build Out Plan for “Whiteacre Meadows” as recorded in the Office of the Register of Deeds of Douglas County, Kansas.
2. “**Building Envelopes**” shall mean and refer to the buildable area of a Residential Development Parcel defined by the minimum required setbacks contained within the Douglas County Zoning Regulations.
3. “**Certificate of Survey**” shall mean and refer to the Certificate(s) of Survey for the Real Estate or any portion thereof, as amended from time to time, approved in accordance with the subdivision regulations and recorded with the Register of Deeds of Douglas County, Kansas.



Douglas County Register of Deeds
BK: 1164 PG: 4198 - 4217 Receipt #516176
Rec Fees: \$344.00
Pages: 20 Record Date: 1/10/2019 12:36 PM
Cashier Initials : wt
Authorized By Kay Pesnell

- 4. **“Declarants”** shall mean and refer to Charles and April Whittaker and to any person to whom shall assign its rights as Declarant.
- 5. **“Driveways”** shall mean and refer to the driveway easements for vehicular and pedestrian ingress and egress.
- 6. **“Future Development Area”** shall mean and refer to the portion of the Real Estate that is to be set aside for future development after annexation in to a city as identified in the Certificate of Survey.
- 7. **“Immediate Development Area”** shall mean and refer to the portion of the Real Estate that may be divided into Residential Development Parcels and developed immediately, prior to annexation into a city, as identified in a Certificate of Survey.
- 8. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a parcel including a contract purchaser of a parcel. The term **“Owner”** shall not mean any mortgagee, unless and until such mortgagee has acquired fee simple title to a parcel pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 9. **“Person” or “Persons”** shall mean and refer to the individual, corporation, partnership, Limited Liability Company, trustee, or other legal entity capable of holding title to real property or any combination thereof.
- 10. **“Parcel” or “Parcels”** shall mean and refer to the individual parcels or lots as described in the Build out Plans and that make up the Real Estate together with all future permitted subdivisions of any parcel.

ARTICLE II

SCOPE OF DECLARATION

- 1. **Property Subject to Declaration:** Declarants, as the Owners of all of the Real Estate expressly intends to and by the execution and recording of this Declaration does hereby, subject the Real Estate to the provisions of this Declaration.
- 2. **Conveyances Subject to Declaration.** All restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by the Declaration shall be deemed to the covenants appurtenant running with the land, and shall at all times inure to the benefit of and be binding on all persons having at any time any interest or estate in any Parcel or part thereof, and their respective heirs, legal representatives, successors and assigns.

- 3. **Maintenance:** The Lot Owner shall maintain each lot, including easements and road rights-of-way adjacent to said lot and all improvements located on said lot in a reasonable manner.

- 4. **Review Committee ~ Function:** It is the purpose and function of the “Review Committee” to insure the best use and most appropriate development and improvement of the land located within the Subdivision; to protect the lot owners against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of and provide for proper landscaping of the subdivision; to guard against the erection thereon of poorly designed and proportioned structures and structures built of improper or unsuitable materials; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on the lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide for a high quality and aesthetically pleasing type of improvements to the subdivision, and thereby to enhance the value of investments made by lot owners within the subdivision.

The “Review Committee” is specifically charged with plan review and approval as outlined in Section 5 below, and interpretation and enforcement of the specific Development, Use, and Building Standards established in Section 6.

- 5. **Review Committee ~ Plan Approval:** The “Review Committee” shall consist of the Owner(s) / Developer until such time as all the subdivision lots are sold. The Review Committee is hereby empowered to review and approve all plans, to establish standards for the development of the subdivision, and to insure compliance with Covenants document. The Review Committee shall endeavor to insure architectural integrity and conformity the existing structures and residences within the subdivision and to insure a maintained development. All determinations of the Review Committee shall be within the sole discretion of the Committee, and shall be inclusive.

All plans for the construction of any building, fence, wall, or structure to be erected upon any lots and the proposed location thereof upon lot, and any changes after approval thereof, any reconstruction, alteration, or addition to any building, driveway or other structures upon any lot shall require the approval in writing of the Review Committee. Before beginning the construction of any building, fence or other structures, the person(s) desiring to erect, construct, or modify shall submit to the Review Committee one set of building plans and specifications, and site and drainage plans if required. No structure of any kind which does not comply with the approved plans shall be constructed, placed or maintained upon any lot. No changes or deviations from such approved plans shall be made again, without the prior approval of the Review Committee in writing. The Review Committee Shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications, nor shall the Review Committee have any responsibility for defects that might occur in any landscape, drainage, or site plan presented and approved by the Review Committee.

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In the event that any owner shall attempt to construct or alter any improvements, except in compliance herewith, the Review Committee, the Developer /Owner or any owner shall have the authority to seek injunctive or other appropriate relief to enforce compliance with these Covenants and Declarations.

6. **Development : Land Use and Building Standards:** In order to insure the best and most appropriate development, use and improvement of the subdivision, the following specific standards are hereby established:

Noxious Activity: No noxious or offensive activity shall be carried on within any lot nor shall any trash or other refuse be thrown, placed or dumped upon any lot nor shall anything be done which maybe or become an annoyance or nuisance within or to the Subdivision. All trash shall be placed into closed containers or plastic bags secured against animal invasion and delivered at such times and to such locations as maybe determined for trash pick-up by the County of Douglas, Kansas

Residential Use: The lots and any development thereon shall be exclusively for residential purposes. No building or structure intended for or adopted to business purposes shall be erected, placed, permitted or maintained on such premises or on any part thereof.

Setback Lines: No building, structure, outbuilding or appurtenance of any nature shall be located within the building setback line, as shown on the final plat at the Douglas County Registry of Deeds.

Utility Lines, Radio and Television Antennas, Windmill Generators: All Electric, telephone, water and other utility lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of the premises. Satellite dishes 36 inches and smaller are permitted so long as they are positioned behind the front corners of the home. No exterior power windmill generator shall be erected or installed upon any parcel or be attached to any dwelling upon any parcel.

Signs: No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon except signs advertising such property for sale, which signs shall not exceed 6 square feet in area, further excepting the initial marketing signage that may be placed by the original Owner / Developer for the initial sale of the lots.

Occupancy: No structure erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed; nor shall any residence, when completed, be in any manner occupied until compliance with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within twelve (12) months from the start thereof. No temporary house, temporary dwelling, temporary garage, temporary

outbuilding, trailer home or other temporary structure shall be placed or erected upon any lot.

Outbuildings: Each lot owner may construct one (1) outbuilding and storage shed as described. One storage shed shall not exceed 250 sf determined by outside dimensions, and shall not exceed one story or level in height. One outbuilding shall not exceed 780 sf determined by outside dimensions and shall not exceed one story or level in height. Concrete floors are required for both structures.

Recreational Vehicles: All recreational vehicles, campers, trailers, or boats must be parked behind the back corners of the home on a solid surface. No recreational vehicles, campers, trailers, or boats may be parked or stored in the front of the home or on the sides of the home.

Commercial Vehicles and Outside Storage: No heavy, commercial vehicles, construction vehicles, or like equipment of any kind shall be permitted, parked or stored on a lot except during construction. No non-licensed or non-operating motor vehicles may be outside.

Garage Requirement: All residences are required to have a minimum of one (1) garage with a maximum of three (3).

Mobile / Manufactured Homes: No single or doublewide mobile home, mobile trailer, prefabricated home or modular home or used structure shall be constructed on, or moved upon any lot.

Minimum Space Requirements: The living space in any dwelling shall not be less than:

- Single Story: 1,500 Square feet minimum on the ground floor level
- Two Story: 1,800 Square feet minimum combined for two levels

The square footage requirements herein do not include garages, basements, covered walks, porches, and decks. Review Committee may make exceptions due to architectural or design uniqueness.

Fences: Proposed fence locations and materials shall be submitted to the Review Committee for approval prior to installation. Chain link fences are not permissible. No fence shall exceed six (6) feet in height. Chain link dog kennels and runs are allowed but must be approved by the Review Committee as to placement on lot.

Seeding / Sodding of yards: All yards except heavily treed areas shall be completely seeded or sodded by the builder before final occupancy. Review Committee may grant an extension if one is warranted due to adverse weather conditions.

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Earth Contact Homes: No earth contactor below ground structures shall be constructed on any lot. This provision is not to exclude a normal basement, a basement level garage, or a walk-out basement.

Pets, and Poultry: A limit of two (2) outside dogs, cats or other domestic pets is allowed. A maximum of 6 chickens, no roosters, are allowed provided a suitable, lockable, chicken coop is properly installed and vented. Horses, pigs and other livestock are prohibited. Pets shall be kept under control so as to not create damage or become a nuisance.

Propane Tank Enclosure: Propane tanks must be enclosed on two (2) sides with a privacy fence or concrete walls. Underground tanks are permitted with suitable landscaping.

Utilities and Drainage: Rights for the installation and maintenance of utilities, and drainage shall be provided over, across and under the lots, as reasonably requested by declarant, or required from any provider of such utilities or governmental authority, from time to time. Each owner shall refrain from interference with the established drainage pattern over such owner's parcel or from adjoining or other parcels.

Oil Mining and Quarry Operations: No quarrying, top-soil removal for commercial purposes, borrow pit or mining operations of any kind shall be permitted upon or in any lot, nor shall tunnel, mineral excavations or shafts be permitted upon or in any lot for such purposes. No oil drilling, oil wells, tanks, oils development operations or oil refining of any kind shall be permitted upon or in any lot, nor shall oil derricks or development operations or oil refining of any kind shall be permitted upon or in any lot nor shall oil derricks, or other structures designed for use in boring for oil or natural gas be erected, maintained, or permitted upon any lot.

Easement for Driveways and Road Maintenance Easements are hereby created over, upon, and across twenty (20) feet on either side of the access roads. Driveways that are constructed on such parcels provide for free and unimpeded vehicular and pedestrian ingress and egress, and a right-of-way for driveway purposes together with the right to use the access opening from North 1100 Road. These easements shall run with the land and shall be for the joint and nonexclusive use and benefit of the Owners of the Parcel/lots on which such easements are located, their successors, assigns, grantees, tenants, agents and invitees, and all persons claiming by, through or under them.

Purpose: The purpose of this covenant is to establish a means for the repair and maintenance of the access roads to "Whiteacre Meadows" and any emergency access that will be equitably shared among the parties utilizing the road(s).

Consideration: The consideration for this agreement are the mutual benefits to be derived by the parties, their heirs, and assigns.

Agreement: The owners of the lots in “Whiteacre Meadows” subdivision, shall, at their own expense, repair and maintain the subdivision road(s) to Douglas County Standards in effect at the time of filing of the subdivision. The road repair and maintenance responsibility will be equally proportioned i.e. one-twelfth and shared among the land owners. A meeting may be held between the owners at specific time intervals, or called when required to discuss the specifics and responsibilities in insuring the road(s) is/are kept to the above referenced standard. A majority vote 50% (1 vote per lot) will be required to carry out repairs and maintenance when deemed necessary.

Persons Bound by Agreement: This agreement shall be binding upon the heirs, successors, and assigns of the parties and shall be deemed an obligation running with the land. This agreement shall remain in full force and effect until such time as City, County, State or Federal authorities install some other arrangement to facilitate maintenance of road(s).

All joint owners shall maintain the surface in a smooth and evenly covered condition with the type of surfacing material originally installed and such substitute as shall in all respects be equal or superior in quality, use, and durability.

All joint owners shall remove papers, debris, filth and refuse to the extent reasonable necessary to keep the driveways and roadway(s) in a clean and orderly condition and shall remove snow and ice from the easement as may reasonably be completed following the accumulation of snow and ice on the driveways and roadway(s) and maintain any drainage structures, and drainage ways for storm water runoff.

Enforcement: This Agreement covenant may be enforced by all remedies available under Kansas Law including the placement of a lien against the property or properties of an owner who does not pay their share of the repair or maintenance when the roadway(s) is/are deemed for need of attention and repair as provided by majority vote of the lawful owners of “Whiteacre Meadows.” If legal action is taken to enforce this covenant agreement, the successful party or parties shall be entitled to be reimbursed for reasonable and necessary costs incurred, including attorney fees.

ARTICLE III

MODIFICATION AND ENFORCEMENT

- a. **Modification:** Except as provided in this Declaration, this Declaration or any provision hereof, or any covenant, condition, restriction or reservations contained herein, may be terminated, changed, modified or amended, , including without limitation, adding new or additional provisions, covenants, terms or restrictions (hereinafter, “Amend” or “Amendments”), at any time, with the written affirmative vote, in person or proxy, of the then Owners of at least three-fourths of all the Parcels/lots. The Owner or Owners of each Parcel/lot shall be entitled to a single vote for each such Parcel/lot owned. Each Parcel/lot shall be entitled to a single vote so that if an Owner owns more than one Parcel/lot, such Owner shall be entitled to a single vote for each Parcel/lot owned.

Any amendment made as provided herein shall immediately be effective upon recording a proper instrument in writing executed and acknowledged by the required Owners in the office of the Register of Deeds of Douglas County, Kansas.

- b. **Declarant's Right to Amend:** Notwithstanding any other provision of this Article III, until all the Parcels have been sold by Declarant to third parties, the Declarant reserves the right to amend this Declaration without the approval of any Owner or other person.
- c. **Enforcement:** The Review Committee, Developer / Owner or any Parcel/lot owner shall have the right to enforce, by any proceeding at law or in equity (including injunctive relief), all restrictions, conditions covenants, reservations, liens, and easements, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Any party enforcing these restrictions, if successful, shall be entitled to recover the expenses of enforcement, including, but not limited to reasonable attorney's fees, filing fees, and costs, and the costs of obtaining expert witnesses, from the party defaulting on these restrictions. Said expenses shall become a lien upon the property of the offending Parcel/lot Owner and may be enforced as provided in the next paragraph.

- d. **Creation of the Lien and Personal Obligation of Assessments:** Each lot owner, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay any expenses assessed against said parcel/lot in any enforcement proceeding(s), said amount to bear interest at a rate establish by the court in any such proceeding. Said amount shall become a charge on the land and shall be a continuing lien upon the property against which such enforcement is made. Such assessment shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title.

ARTICLE IV

GENERAL PROVISIONS

- a. **Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- b. **Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. However, such subordination shall apply only to the assessments of liens, which have become due prior to the sale of such property pursuant to a foreclosure of such mortgage. No such sale shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

- c. **Interpretation:** Should any court be called upon to construe the provisions of this Declaration, it is intended that these provisions be liberally interpreted and consider the goals and purposes as set forth in Declaration of Covenants.

- d. **Amendment:** The Covenants, and Restrictions of this Declaration shall run with and bind the land within the subdivision, and shall insure to the benefit of and been enforceable by the Owner of any Parcel/lot, the Review Committee and /or the Developer/Owner, their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date of this declaration is recorded, after which time said covenants shall be automatically extended to successive periods of 10 years. The Covenants, and Restrictions of this Declaration may be amended during the first 50 year period by an instrument signed by not less than 75% of the parcel/lot owners, and thereafter by an instrument signed by not less than 51% of the parcel/lot owners. Said percentage is to be determined by counting the number of lots whose owners sign said instrument, such that multiple ownership of lots shall result in a higher percentage. Any amendment shall be properly recorded.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective date.

Declarant:

Charles Whittaker
Charles Whittaker

April D. Whittaker
April D. Whittaker

STATE OF KANSAS COUNTY OF DOUGLAS) ss:

The foregoing instrument was acknowledged before me this 10th day of January, 2019 by Charles and April D. Whittaker, husband and wife.

BE IT REMEMBERED that on this 10th day of January, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came April D. Whittaker and Charles Whittaker who are personally known to me to be the same persons who executed the within Instrument of Writing who being first duly sworn, state that said "Declaration of Covenants and Restrictions is true and correct and such persons duly acknowledged the execution of the same.

In Testimony whereof, I have hereunto subscribed my name and affixed my official seal; the day and year last above written.

Wendy Traul
Notary Public

My Appointment Expires: Wendy Traul



WENDY TRAU
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXP. 10.8.19

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WHITEACRE MEADOWS

EXHIBIT "A"

SEE ATTACHED EXHIBIT WHICH IS ATTACHED
AND PART OF DECLARATION OF COVENANTS
AND RESTRICTIONS RECORDED IN DOUGLAS
COUNTY REGISTER OF DEEDS BOOK

1104 PAGE 418 - 421



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EXHIBIT "A"

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (this "Declaration") is made this 5th day of October, 2018 by Lee Charles Whittaker, Charles Whittaker, April Whittaker and Dale R. Seele, "Developer".

RECITALS

A. Developer desires to receive approval of a Certificate of Survey to permit Developer to legally subdivide the following described property located west of the intersection of E 1479 Road and N 1100 Road in Wakarusa Township, Douglas County, Kansas:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE 6TH PRINCIPAL MERIDIAN, LESS THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST, THENCE NORTH 88° 26' 33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 451.89 FEET; THENCE SOUTH 01° 06' 06" EAST, 225.68 FEET; THENCE SOUTH 88° 25' 46" WEST, 451.77 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01° 08' 00" WEST ALONG SAID WEST LINE, 225.79 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 78.33 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

(the "Cluster Development")

B. As a condition of approval of the Certificate of Survey, Developer is required to restrict the Immediate Development Area and Future Development Area by a separate instrument, in recordable form and recorded with the Register of Deeds, which condition Developer intends to satisfy by executing and recording this Declaration.

DECLARATION

NOW THEREFORE, Developer hereby declares that the Cluster Development shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, all of which shall run with the land and be binding on all parties having any right, title or interest in such land, any structure erected on such land, or any part thereof, their heirs, personal representatives, successors and assigns:

1. Definitions. Capitalized words shall have the meaning defined in this Declaration. The following capitalized words not otherwise defined in this Declaration shall have the following definitions:

Build Out Plan means the build out plan associated with the Certificate of Survey, which is attached hereto as Exhibit A.

Building Envelopes means the buildable area of a Residential Development Parcel defined by the minimum required setbacks contained within Article 18 of the County Zoning Regulations and the setbacks required from the future streets shown in the Build Out Plan.

Certificate of Survey means the Certificate of Survey of the Cluster Development approved in accordance with the Subdivision Regulations and recorded with the Register of Deeds.

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Future Development Area means the portion of the property that is to be set aside for future development after annexation into a city, as identified in the Certificate of Survey.

Immediate Development Area means the portion of the property that may be divided into Residential Development Parcels and developed immediately, prior to annexation into a city, as identified in the Certificate of Survey.

Register of Deeds means the Office of the Douglas County, Kansas Register of Deeds.

Residential Development Parcel means that tract or tracts of real estate located within the Cluster Development for which a residence may be constructed prior to annexation into a city, as identified in the Certificate of Survey.

Subdivision Regulations means the jointly adopted Subdivision Regulations for the City of Lawrence, Kansas and the Unincorporated Areas of Douglas County, Kansas, as amended, or such successor subdivision regulations as are then applicable to the Cluster Development.

2. Restriction of Divisions. Any future division of the Residential Development Parcel must conform to the Build Out Plan or the Subdivision Regulations in place at that time.
3. Immediate Development Area Restrictions. For the Immediate Development Area, each Residential Development Parcel shall be limited to one principal dwelling and accessory buildings until annexation into a city and municipal water and sanitary sewer service are extended to the property.
4. Future Development Area Restrictions. For the Future Development Area, any further division for development purposes is prohibited until annexation or until an amended Certificate of Survey is approved and filed with the Register of Deeds.
5. Development Within Building Envelopes. The location of structures within the Immediate Development Area are restricted to the Building Envelopes that have been created to allow for the future subdivision of the Immediate Development Area into blocks of an urban density that avoids interference with planned future Street/Roads, easements and setbacks.
6. Covenant Running with the Land. This Declaration and all covenants and restrictions herein established shall be binding on and inure to the benefit of all parties having any right, title or interest in any part of the Cluster Development or any structure erected on such land, their heirs, personal representatives, successors and assigns, and shall constitute a covenant running with the land, expiring at the time the subject property is annexed into a city.
7. Enforcement. Declarant, all parties having any right, title or interest in any part of the Cluster Development or any structure erected on such land, their heirs, personal representatives, successors and assigns, together with the Board of County Commissioners of Douglas County, Kansas, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of; or to enforce the observance of the covenants and restrictions set forth above, in addition to any ordinary legal action for damages; and failure of the Declarant, all parties having any right, title or interest in any part of the Cluster Development or any structure erected on such land, their heirs, personal representatives, successors and assigns, together with the Board of County Commissioners of Douglas County to enforce any of the covenants and restrictions set forth herein at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter.

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8. Restriction on Amendments. This Declaration may not be amended in whole or in part without the written consent of the Lawrence/Douglas Metropolitan Planning Director or, if there is no longer a joint Lawrence/Douglas County Planning Office, the director of the department providing professional planning services and recommendations to the Board of County Commissioners of Douglas County, Kansas. Any amendment without such written approval shall be considered a breach of the Certificate of Survey and a violation of the subdivision Regulations, and the Board of County Commissioners of Douglas County, Kansas shall have the authority to enforce such violation in any manner permitted by law.

IN WITNESS WHEREOF, Lee Charles Whittaker, Charles Whittaker, April Whittaker and Dale R. Seele have executed this Declaration as of the year and date first above stated.

Declarant:

Charles Whittaker

Charles Whittaker
1801 Indiana
Lawrence, KS 66044

April D. Whittaker

April Whittaker
1801 Indiana
Lawrence, KS 66044

Lee Charles Whittaker

Lee Charles Whittaker
1801 Indiana
Lawrence, KS 66044

Dale R. Seele

Dale R. Seele
1463 N. 1100 Road
Lawrence, KS 66046

STATE OF KANSAS)
)ss.
COUNTY OF DOUGLAS)



BE IT REMEMBERED, that on this 5th day of October, 2018, before me, a Notary Public in and for the County of Douglas, personally appeared Lee Charles Whittaker, Charles Whittaker, April Whittaker and Dale R. Seele to me known to be the same person(s) who signed and is described in the above instrument and acknowledged the same to be his free act and deed.

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

Allison Harding
Notary Public

Allison Harding
Printed Name

My appointment expires 05/03/2021

LEGAL DESCRIPTION - RDP 1

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01°08'00" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION, 225.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°25'45" EAST, 380.01 FEET; THENCE SOUTH 01°08'00" EAST, 345.10; THENCE SOUTH 88°26'33" WEST, 380.01 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 01°08'00" WEST ALONG SAID WEST LINE, 345.01 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.01 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

LEGAL DESCRIPTION - RDP 2

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°26'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 451.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°26'33" EAST ALONG SAID NORTH LINE, 186.96 FEET; THENCE SOUTH 01°10'35" EAST, 570.80 FEET; THENCE SOUTH 88°26'33" WEST, 259.27 FEET; THENCE NORTH 01°08'00" WEST, 345.10 FEET; THENCE NORTH 88°25'45" EAST, 71.76 FEET; THENCE NORTH 01°06'06" WEST, 225.68 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.02 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - RDP 3

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°26'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 638.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°26'33" EAST ALONG SAID NORTH LINE, 272.93 FEET; THENCE SOUTH 01°10'27" EAST, 179.71 FEET; THENCE ON A 300.00 FOOT RADIUS CURVE TO THE RIGHT WITH A 107.40 FOOT CHORD BEARING SOUTH 09°08'14" WEST, AN ARC DISTANCE OF 107.98 FEET; THENCE SOUTH 19°26'54" WEST, 85.85 FEET; THENCE ON A 300.00 FOOT RADIUS CURVE TO THE LEFT WITH A 107.41 FOOT CHORD BEARING SOUTH 09°08'10" WEST, AN ARC DISTANCE OF 107.99 FEET; THENCE SOUTH 01°10'35" EAST, 99.86 FEET; THENCE SOUTH 88°26'33" WEST, 204.23 FEET; THENCE NORTH 01°10'35" WEST, 570.80 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.19 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - RDP 4

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°26'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 1323.09 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 01°10'35" EAST ALONG THE EAST LINE OF SAID WEST HALF, 133.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°10'35" EAST ALONG SAID EAST LINE, 457.09 FEET; THENCE NORTH 88°18'55" WEST, 341.04 FEET; THENCE SOUTH 88°26'33" WEST, 139.39 FEET; THENCE NORTH 01°10'35" WEST, 99.86 FEET; THENCE NORTH 88°26'33" EAST, 145.75 FEET; THENCE NORTH 01°10'35" WEST, 90.41 FEET; THENCE NORTH 47°31'37" EAST, 278.52 FEET; THENCE NORTH 01°10'35" WEST, 65.11 FEET; THENCE NORTH 88°26'33" EAST, PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 125.00 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.02 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - RDP 5

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°26'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 1323.09 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 01°10'35" EAST ALONG THE EAST LINE OF SAID WEST HALF, 590.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°10'35" EAST ALONG SAID EAST LINE OF SAID WEST HALF, 246.76 FEET; THENCE SOUTH 88°49'25" WEST, 510.00 FEET; THENCE NORTH 01°10'35" WEST, 262.66 FEET; THENCE NORTH 88°26'33" EAST, 169.39 FEET; THENCE SOUTH 88°18'55" EAST, 341.04 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.02 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - RDP 6

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°26'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 1323.09 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 01°10'35" EAST ALONG THE EAST LINE OF SAID WEST HALF, 836.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°10'35" EAST ALONG SAID EAST LINE OF SAID WEST HALF, 258.00 FEET; THENCE SOUTH 88°49'25" WEST, 510.00 FEET; THENCE NORTH 01°10'35" WEST, 258.00 FEET; THENCE NORTH 88°49'25" EAST, 510.00 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.02 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - RDP 7

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°26'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 1323.09 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 01°10'35" EAST ALONG THE EAST LINE OF SAID WEST HALF, 1094.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°10'35" EAST ALONG SAID EAST LINE OF SAID WEST HALF, 374.58 FEET; THENCE NORTH 66°26'27" WEST, 495.46 FEET; THENCE SOUTH 88°49'25" WEST, 60.00 FEET; THENCE NORTH 01°10'35" WEST, 167.27 FEET; THENCE NORTH 88°49'25" EAST, 510.00 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.03 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - RDP 8

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°26'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 1323.09 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 01°10'35" EAST ALONG THE EAST LINE OF SAID WEST HALF, 1469.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°10'35" EAST ALONG SAID EAST LINE OF SAID WEST HALF, 225.97 FEET; THENCE SOUTH 88°49'25" WEST, 358.76 FEET; THENCE NORTH 15°42'27" WEST, 363.63 FEET; THENCE SOUTH 88°49'25" WEST, 60.00 FEET; THENCE NORTH 01°10'35" WEST, 81.29 FEET; THENCE NORTH 88°49'25" EAST, 60.00 FEET; THENCE SOUTH 66°26'27" EAST, 495.46 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.15 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - RDP9

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°26'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 1323.09 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 01°10'35" EAST ALONG THE EAST LINE OF SAID WEST HALF, 2045.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°10'35" EAST ALONG SAID EAST LINE OF SAID WEST HALF, 347.20 FEET; THENCE SOUTH 88°49'25" WEST, 510.00 FEET; THENCE NORTH 01°10'35" WEST, 1049.20 FEET; THENCE NORTH 88°49'25" EAST, 60.00 FEET; THENCE SOUTH 15°42'27" EAST, 725.20 FEET; THENCE NORTH 88°49'25" EAST, 268.04 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 6.50 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - RDP 10

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01°08'00" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION, 570.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°08'00" EAST ALONG SAID WEST LINE, 361.63 FEET; THENCE NORTH 77°29'50" EAST, 385.47 FEET; THENCE NORTH 88°26'33" EAST, 30.00 FEET; THENCE NORTH 01°10'35" WEST, 288.43 FEET; THENCE SOUTH 88°26'33" WEST, 407.70 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.02 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

LEGAL DESCRIPTION - RDP 11

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01°08'00" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION, 570.80 FEET; THENCE NORTH 88°26'33" EAST, 407.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°26'33" EAST, 405.81 FEET; THENCE SOUTH 01°10'35" EAST, 367.58 FEET; THENCE NORTH 79°38'57" WEST, 383.53 FEET; THENCE SOUTH 88°26'33" WEST, 30.00 FEET; THENCE NORTH 01°10'35" WEST, 288.43 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.03 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

LEGAL DESCRIPTION - RDP 12

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01°08'00" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION, 932.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°08'00" EAST ALONG SAID WEST LINE, 364.83 FEET; THENCE NORTH 88°26'33" EAST, 259.27 FEET; THENCE NORTH 16°15'38" EAST, 397.05 FEET; THENCE NORTH 88°26'33" EAST, 30.00 FEET; THENCE NORTH 01°10'35" WEST, 60.00 FEET; THENCE SOUTH 88° 26' 33" WEST, 30.00 FEET; THENCE SOUTH 77°29'50" WEST, 385.47 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.01 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

LEGAL DESCRIPTION - RDP 13

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01°08'00" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION, 932.43 FEET; THENCE NORTH 77°29'50" EAST, 385.47 FEET; THENCE NORTH 88°26'33" EAST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°26'33" EAST, 30.00 FEET; THENCE SOUTH 79°38'57" EAST, 383.53 FEET; THENCE SOUTH 01°10'35" EAST, 284.09 FEET; THENCE SOUTH 88°26'33" WEST, 201.38 FEET; THENCE SOUTH 60°09'25" WEST, 198.79 FEET; THENCE NORTH 01°10'35" WEST, 397.43 FEET; THENCE SOUTH 88°26'33" WEST, 30.00 FEET; THENCE NORTH 01°10'35" WEST, 60.00 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.02 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

LEGAL DESCRIPTION - RDP 14

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01°08'00" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1297.26, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°08'00" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION, 272.05 FEET; THENCE NORTH 88°26'33" EAST, 438.45 FEET; THENCE NORTH 01°10'35" WEST, 650.06 FEET; THENCE SOUTH 88°26'33" WEST, 60.00 FEET; THENCE SOUTH 16°15'38" WEST, 397.05 FEET; THENCE SOUTH 88°26'33" WEST, 259.27 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.77 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

LEGAL DESCRIPTION - FDA 1

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°26'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 911.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°26'33" EAST ALONG SAID NORTH LINE, 411.31 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 01°10'35" EAST ALONG THE EAST LINE OF SAID WEST HALF, 133.00 FEET; THENCE SOUTH 88°26'33" WEST, PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, 125.00 FEET; THENCE SOUTH 01°10'35" EAST, 65.11 FEET; THENCE SOUTH 47°31'37" WEST, 278.52 FEET; THENCE SOUTH 01°10'35" EAST, 90.41 FEET; THENCE SOUTH 88°26'33" WEST, 145.75 FEET; THENCE ON A 300.00 FOOT RADIUS CURVE TO THE RIGHT WITH A 107.41 FOOT CHORD BEARING NORTH 09°08'10" EAST, AN ARC DISTANCE OF 107.99 FEET; THENCE NORTH 19°26'54" EAST, 85.85 FEET; THENCE ON A 300.00 FOOT RADIUS CURVE TO THE LEFT WITH A 107.40 FOOT CHORD BEARING NORTH 09°08'14" EAST, AN ARC DISTANCE OF 107.98 FEET; THENCE NORTH 01°10'27" WEST, 179.71 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 2.83 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - FDA 2

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°26'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 1323.09 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 01°10'35" EAST ALONG THE EAST LINE OF SAID WEST HALF, 1695.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°10'35" EAST ALONG SAID EAST LINE OF SAID WEST HALF, 350.00 FEET; THENCE SOUTH 88°49'25" WEST, 268.04 FEET; THENCE NORTH 15°42'27" WEST, 361.57 FEET; THENCE NORTH 88°49'25" EAST, 358.76 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 2.52 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - FDA 3

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°28'18" EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 815.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°10'35" WEST, 264.88 FEET; THENCE NORTH 88°49'25" EAST, 510.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 01°10'35" EAST ALONG SAID EAST LINE OF SAID WEST HALF, 261.75 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 88°28'18" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 510.01 FEET; TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 3.08 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS.

LEGAL DESCRIPTION - FDA 4

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 20 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01°08'00" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1569.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°08'00" EAST ALONG THE WEST LINE OF SAID QUARTER SECTION, 1084.39 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88°28'18" EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 815.07 FEET; THENCE NORTH 01°10'35" WEST, 1431.63 FEET; THENCE SOUTH 88°26'33" WEST, 201.38 FEET; THENCE SOUTH 60°09'25" WEST, 198.79 FEET; THENCE SOUTH 01°10'35" EAST, 252.63 FEET; THENCE SOUTH 88°26'33" WEST, 438.45 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 23.09 ACRES, MORE OR LESS, ALL IN DOUGLAS COUNTY, KANSAS, SUBJECT TO PUBLIC ROAD RIGHT-OF-WAY AND EASEMENTS OF RECORD.

ADDENDUM

Dated: January 12, 2020

WHITEACRE MEADOWS SUBDIVISION LAWRENCE KS

1. All hedges and trees on lot boundary between subdivision plat RDP 1 and RDP 10 to remain protected from removal or cutting down in size.
2. Whiteacre Meadows RDP lot 1 is excluded from aforesaid recorded Covenants with respect to the provisions of Article II "Pets & Poultry." One (1) horse to be allowed due to existing farm buildings as per the Addendum date. Other livestock remain prohibited per said provision.