



DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is made effective the 24th day of November, 2025 (the "**Effective Date**"), by Karl S. Killam and Nancy J. Killam ("**Declarant**").

RECITALS

A. Declarant is the owner of parcels of real estate located in Douglas County, Kansas, as legally described in Exhibit A, attached to and, by reference, made a part of this Declaration (each, a "**Burdened Parcel**" and collectively, the "**Burdened Parcels**").

B. Declarant also owns an adjoining parcel of real estate located in Douglas County, Kansas, as legally described in Exhibit B, attached to and, by reference, made a part of this Declaration (the "**Benefited Parcel**"). The Burdened Parcels and the Benefited Parcel shall be individually referred to herein as a "**Parcel**" and collectively as the "**Parcels**".

C. Declarant desires to place certain covenants, conditions, restrictions and easements upon the Burdened Parcels for the benefit of Declarant and Declarant's successors, grantees and assigns, and to protect the value and desirability of the Burdened Parcels, the Benefited Parcel, and other contiguous real property owned by Declarant or in which Declarant has an interest.

D. By this Declaration, Declarant declares that the Burdened Parcels shall be subject to the protective covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration.

DECLARATION

NOW, THEREFORE, Declarant declares that the Burdened Parcels are 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 enhancing and protecting the value, desirability and attractiveness of the Burdened Parcels, the Benefited Parcel, and contiguous real property owned by Declarant or in which Declarant has an interest. These easements, covenants, restrictions and conditions shall run with the Burdened Parcels and the Benefited Parcel and shall be binding upon all parties having or acquiring any right, title or interest in the Burdened Parcels and the Benefited Parcel, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. **"Benefited Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the Benefited Parcel.
2. **"Burdened Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Burdened Parcel. The term "Burdened Owner" shall not mean any mortgagee, unless and until such mortgagee has acquired fee simple title to a Burdened Parcel pursuant to foreclosure or any proceeding in lieu of foreclosure.
3. **"Declarant"** shall mean and refer to Karl S. Killam and Nancy J. Killam, acting individually or collectively, and to any person, entity or trust (whether one or more) to whom Karl S. Killam and Nancy J. Killam shall assign their rights as Declarant.
4. **"Owner"** shall mean and refer to either the Benefited Owner or the Burdened Owner.
5. Other terms may be defined in specific provisions contained in this Declaration and shall have the meaning assigned in such definition.

ARTICLE II

SCOPE OF DECLARATION

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

ARTICLE III

GENERAL RESTRICTIONS AND EASEMENTS

The following general restrictions and covenants shall apply to all of the Burdened Parcels, except as expressly provided:

1. **Permitted Use.** Except as limited by the laws of any governing body having jurisdiction over the Burdened Parcels, the Burdened Parcels shall be utilized only for residential single-family or agricultural purposes, compatible with this Declaration. Notwithstanding language in the preceding sentence, and to the extent permitted by the laws of Douglas County, Kansas, an accessory dwelling unit may be allowed on the Burdened Parcel.
2. **Dwelling Size.** The total combined area of the first floor for any residence, dwelling or home to be constructed on a Burdened Parcel (exclusive of open porches, "screened-in" porches, decks, patios, and garages) shall not be less than 1,200 square feet, which are finished above-grade and intended for the regular use and occupancy of the persons living in the residence. The total combined area, exclusive of open porches (including "screened-in" porches), decks, patios, and garages, for any residence, dwelling or home containing more than one story to be constructed on a Burdened Parcel shall not be less than 2,000 square feet, which are finished above-grade and intended for the regular use and occupancy of the persons living in the residence.
3. **Signs.** No sign of any kind shall be displayed to the public view on any Parcel, except (i) one sign of not more than six (6) square feet advertising the property for sale or rent or for address purposes, (ii) signs used by a builder and/or owner to advertise the property during the construction and sales period, or (iii) signs used to

state family or property names. No professional or commercial signs of any type or form shall be allowed on any Parcel.

4. **Livestock and Poultry.** No pigs, hogs or other swine will be allowed.

5. **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 a Burdened Parcel, nor shall tunnels, mineral excavations, or shafts be permitted upon or in a Burdened Parcel for such purposes. No oil drilling, oil wells, tanks, oil development operations or oil refining of any kind shall be permitted upon or in a Burdened Parcel, nor shall oil derricks or other structures designed for use in boring for oil or natural gas be erected, maintained or permitted upon a Burdened Parcel.

6. **Nuisances.** No noxious or offensive activity shall be carried on within a Burdened Parcel, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any exposed area nor shall anything ever be done which may be or become an annoyance, nuisance, security risk or safety hazard to the Benefited Owner. Burdened Owners shall refrain from making or permitting any disturbing noise by himself, his family, agents, visitors, licensees, lessees, and pets, and to refrain from permitting anything by such persons or pets that will interfere with the rights, comforts, or convenience of the Benefited Owner. All trash and refuse shall be placed in closed containers, securely covered or tied, and delivered at such times, and to such locations, as may be determined for trash pickup by the County of Douglas, Kansas or other applicable jurisdiction.

7. **Utilities and Drainage.** Rights for the installation and maintenance of utilities and drainage shall be provided over, across and under the Parcels, 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, and shall make adequate provision for proper drainage from any such other Parcel in the event the established drainage over such Owner's Parcel is changed or altered.

8. **Vehicles.** No more than one (1) unlicensed or unusable vehicle, salvage machinery, or other item of junk or salvage vehicle of any kind, including, without limitation, buses, trucks, trailers, cars, automobiles, semi-tractors, boats, boat trailers or racks, equipment, or machinery, shall be parked, located, or otherwise maintained on any Parcel except within the private enclosed garage, shed, or outbuilding located on a Parcel. No Parcel shall be used for the construction or operation of motor cross, go-cart, dirt bike or similar tracks, nor shall ATVs or UTVs or other motorized vehicles be used for racing, track or similar activities.

9. **Buildings.** All buildings, structures and outbuildings to be constructed upon a Parcel must be completed, including paint or its equivalent, within eighteen (18) months from the starting date of construction. Each Owner shall conduct regular mowing of lawns and removal of debris. Each residential dwelling shall have an attached garage large enough to accommodate at least two (2) cars. No barns, outbuildings, sheds or other non-residential structures shall be built closer to the road or street providing access to such Parcel than the rear of the residential dwelling, subject to applicable law.

10. **Mobile and Modular Homes.** No mobile home, double-wide home, or modular home, or any temporary or mobile structure, or any portion thereof, may be used as a residence, occupied in any manner, permanent or temporary, or maintained on a Burdened Parcel, except within enclosed garages, sheds or outbuildings. Notwithstanding language in this Declaration to the contrary, no travel trailer, recreational vehicle, or fifth wheel shall be used as a residence on a Burdened Parcel, except that for a maximum of two (2) weeks of any calendar year, a travel trailer, recreational vehicle, or fifth wheel may be used as a living space by guests visiting the Burdened Owner.

11. **Windmill Generators and Satellite Dishes.** No exterior power windmill generator shall be erected or installed upon a Burdened Parcel, nor shall any satellite dish with a diameter greater than three feet be installed upon a Burdened Parcel or be attached to any dwelling located on a Burdened Parcel.

12. **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of a Burdened Parcel, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over a Burdened Parcel shall be observed. The obligation of complying with requirements of governmental bodies as to the maintenance, modification or repair of any part of a Burdened Parcel shall be imposed on the same person who has the obligation to maintain and repair such Burdened Parcel.

13. **Landscape and Lawn Care.** Burdened Owners shall maintain the yard and landscaping of their Burdened Parcel at all times. A Burdened Parcel must be mowed at least once per month during the growing season from April to October to maintain a neat and orderly appearance. All ordinances and resolutions of Douglas County, Kansas concerning weeds, brush and general maintenance apply.

14. **Certain Rural Home Businesses Prohibited.** No home-based businesses ("Home-Based Business") shall be permitted on a Burdened Parcel if such Home-Based Business uses or stores on a Burdened Parcel vehicles or equipment in excess of 8,500 pounds gross vehicle weight, whether permanent or temporary. Home-Based Businesses must be contained within the dwelling. Home-Based Businesses must not generate excessive noise, odors, or traffic that would disturb nearby residents and must comply with all applicable county zoning regulations and restrictions.

15. **Above-Ground Swimming Pools.** Above-ground swimming pools are prohibited on the Burdened Parcels. All other pools on a Burdened Parcel shall be fenced, and hot tubs shall be fenced or otherwise adequately screened, all in accordance with the other provisions of this Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times while in season.

ARTICLE IV MODIFICATION AND ENFORCEMENT

1. **Modification.** Except as provided in this Declaration, this Declaration or any covenant, condition, restriction or reservation contained herein may be terminated, changed, modified or amended, including, without limitation, adding new or additional provisions, covenants, terms or restrictions (hereinafter, "**Amend**" or "**Amendment**"), at any time, only upon the mutual written agreement of the Burdened Owners and the Benefited Owner. An Amendment made as provided herein shall immediately be effective upon recording a proper instrument in writing executed and acknowledged by the Burdened Owners and Benefited Owner in the office of the Register of Deeds of Douglas County, Kansas.

2. **Enforcement.** The Benefited Owner may enforce this Declaration against a Burdened Owner for violating or threatening to violate any provision in this Declaration. No restriction set forth in this Declaration shall be personally binding upon a Burdened Owner, except in respect to breaches committed during his, their, or its ownership of a Burdened Parcel as record title holder. The Benefited Owner may have the right, but not the obligation, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach, or to enforce the observance of the restrictions herein set forth, in addition to ordinary legal action for damages. Enforcement either to recover damages or restrain violations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. In any action to enforce this Declaration, the prevailing party shall be entitled to be reimbursed all costs and expenses, including attorneys' fees and court costs, incurred in bringing such action.

ARTICLE V ARCHITECTURAL CONTROL

1. **Restrictions.** No structures, fencing, or other improvements, including, without limitation, residential dwellings, barns, outbuildings, sheds, driveways, pools or ponds, shall be constructed, erected, placed, altered, maintained or permitted on a Burdened Parcel until plans and specifications with respect thereto in manner and form satisfactory to the Benefited Owner showing the proposed improvements, site or plot plan, proposed setbacks, all exterior elevations, roof pitch and materials, color and composition of exterior materials, including trim colors, signs, easements and utilities, and such other information as may be requested by the Benefited Owner have

been submitted to and approved in writing by the Benefited Owner. Burdened Owners may not paint or otherwise decorate or change the appearance of any exterior portion of his dwelling or other buildings on a Burdened Parcel or the grade or topography of a Burdened Parcel without the prior written consent of the Benefited Owner. No permission or approval shall be required to (i) repaint in accordance with an originally approved color scheme, (ii) rebuild in accordance with originally approved plans and specifications, or (iii) to decorate a Burdened Parcel or improvements located on a Burdened Parcel with temporary seasonal decorations that do not constitute a nuisance or annoyance to the neighborhood or which detracts from the attractiveness of the Burdened Parcel. Nothing herein shall be construed to limit the right of Burdened Owners to remodel the interior of such Burdened Owner's residence or other buildings, or to paint such interior any color the Burdened Owner desires.

2. **Standard for Review.** Approval by the Benefited Owner must be in writing, and shall be based, among other things, on adequacy of a Burdened Parcel's dimensions, conformity and harmony of external design, colors, roof materials, effect of location and use of improvements on the Benefited Parcel, operations and uses; relationship of topography, grade and finished ground elevation of the Burdened Parcel being improved to that of the Benefited Parcel; proper facing of main elevation with respect to nearby roads; compatibility and location of parking areas; and conformity of the plans and specifications to the purpose and intent of this Declaration. The Benefited Owner shall not arbitrarily or unreasonably withhold its approval of any such plans and specifications.

3. **Limitation of Liability.** Neither the Benefited Owner, Declarant, nor their agents, employees, successors, or assigns shall be liable for any damages arising from approval, disapproval, or failure to act on submitted plans. Submission of plans constitutes an agreement by the submitting party, and ownership of a Burdened Parcel constitutes an agreement by a Burdened Owner, not to assert any claim or action for such damages.

4. **Approval or Disapproval of Plans.** The Benefited Owner shall have thirty (30) days after written submission of complete plans and specifications to approve, disapprove, or request additional information. Failure to act within that period shall constitute approval. Upon approval by the Benefited Owner and any applicable governmental authority, the approved plans and permits shall be filed in the Benefited Owner's permanent records if requested. Approval of any plans for a Burdened Parcel shall not constitute a waiver of the right to disapprove the same or similar plans in the future.

ARTICLE VI **MISCELLANEOUS**

1. **Severability.** All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held by a competent authority with jurisdiction that any one of such conditions, covenants, restrictions and reservations, or any part thereof, is invalid or for any reason becomes unenforceable, no other condition, covenant, restriction or reservation or any part thereof shall be thereby affected or impaired.

2. **Notice.** Any notices required or permitted under this Declaration shall be in writing and mailed, postage prepaid, by registered or certified mail, return receipt requested, and shall be addressed to the last known address of the Burdened Owner, Benefited Owner, or Declarant, as the case may be.

3. **Interpretation.** Words used herein regardless of the number and gender specifically used shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

4. **State Law.** This Declaration shall be construed in accordance with the laws of the State of Kansas.

5. **Headings.** Article and paragraph headings contained in this Declaration are for convenience only and shall not be construed to limit or expand the provisions contained in this Declaration.

6. **Covenants Running with the Land.** All easements and rights established in this Declaration are, and shall be, covenants running with the land and shall inure to the benefit and be binding upon the Burdened Owners for the benefit of the Benefited Owner, as described herein, and their heirs, successors and assigns, whether or not such easements or rights are mentioned or described in any deed or conveyance.

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

DECLARANT:

Karl S. Killam
Karl S. Killam

Nancy J. Killam
Nancy J. Killam

STATE OF KANSAS)

COUNTY OF Douglas)

ss:

The foregoing instrument was acknowledged before me this 24th day of November, 2025, by Karl S. Killam and Nancy J. Killam.

Sharla M. O'Dea
Notary Public

My Appointment Expires August 5, 2028.



EXHIBIT A

LEGAL DESCRIPTION OF THE BURDENED PARCELS

A parcel of land located in the Northwest Quarter (NW¼) of Section Two (2), Township Fourteen South (T14S), Range Eighteen East (R18E), of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter (NW¼); thence North 89° 31' 29" East a distance of 1,323.60 feet to the Point of Beginning, said point being on the North line of the Northwest Quarter (NW¼); thence continuing North 89° 31' 29" East a distance of 1,308.52 feet, said point being the Northeast corner of the Northwest Quarter (NW¼); thence South 00° 33' 42" East a distance of 2,618.15 feet, said point being the Southeast corner of the Northwest Quarter (NW¼); thence South 89° 56' 17" West a distance of 958.26 feet, said point being on the South line of the Northwest Quarter (NW¼); thence North 00° 30' 12" West a distance of 593.24 feet; thence North 22° 04' 59" West a distance of 923.00 feet; thence North 01° 10' 08" West a distance of 1,159.94 feet, to the Point of Beginning, containing 70.00 Acres more or less, subject to public road right-of-way and easements of record.

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A parcel of land located in the Northwest Quarter (NW¼) of Section Two (2), Township Fourteen South (T14S), Range Eighteen East (R18E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW¼); thence South 89° 31' 29" West a distance of 479.26 feet to the Point of Beginning, said point being on the North line of the Northwest Quarter (NW¼); thence South 00° 51' 55" East a distance of 1,051.38 feet; thence South 89° 31' 29" West a distance of 473.69 feet; thence North 01° 10' 08" West a distance of 1,051.43 feet, said point being on the North line of the Northwest Quarter (NW¼); thence North 89° 31' 29" East a distance of 479.26 feet, to the Point of Beginning, containing 11.50 Acres more or less, subject to public road right-of-way and easements of record.

EXHIBIT B

LEGAL DESCRIPTION OF THE BENEFITED PARCEL

A parcel of land located in the Northwest Quarter (NW¼) of Section Two (2), Township Fourteen South (T14S), Range Eighteen East (R18E) of the 6th P.M., Douglas County, Kansas, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW¼); thence South 89° 31' 29" West a distance of 479.26 feet to the Point of Beginning, said point being on the North line of the Northwest Quarter (NW¼); thence South 00° 51' 55" East a distance of 1,051.38 feet; thence South 89° 31' 29" West a distance of 473.69 feet; thence North 01° 10' 08" West a distance of 1,051.43 feet, said point being on the North line of the Northwest Quarter (NW¼); thence North 89° 31' 29" East a distance of 479.26 feet, to the Point of Beginning, containing 11.50 Acres more or less, subject to public road right-of-way and easements of record.