

**2025R19747**

**SHAWNEE COUNTY, KANSAS  
REGISTER OF DEEDS  
REBECCA J. NIOCE  
DATE RECORDED:  
12/09/2025 03:08:23 PM**

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

Kansas Secured Title

R10

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

(this "Declaration") is made effective the 8<sup>th</sup> day of December, 2025 (the "Effective Date"), by SH6880, LLC, a Kansas limited liability company ("Declarant").

**RECITALS**

A. Declarant is the owner of certain parcels of real estate located in Shawnee County, Kansas, as legally described in Exhibit A, attached to and, by reference, made a part of this Declaration (collectively referred to as the "Real Estate").

B. Declarant desires to place certain covenants, conditions, restrictions and easements upon 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 Declarant or in which Declarant has an interest.

C. By this Declaration, Declarant declares that the Real Estate 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 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 Declarant or in which Declarant has an interest, (ii) increasing the Owners' benefit to be derived from the Real Estate, and (iii) protecting the owners, lessees and sublessees 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 thereof, and shall inure to the benefit of each Owner thereof.

**ARTICLE I  
DEFINITIONS**

1. "Declarant" shall mean and refer to SH6880, LLC, and to any person, entity or trust (whether one or more) to whom SH6880, LLC shall assign its rights as Declarant.

2. "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.

3. "Person" or "Persons" shall mean a natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property, or any combination thereof.

4. "Parcel" or "Parcels" shall mean and refer to the individual parcels or lots that make up the Real Estate, together with all future permitted subdivisions of any Parcel.

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, as the Owner 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 this Declaration shall be deemed to be 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.

## **ARTICLE III**

### **GENERAL RESTRICTIONS AND EASEMENTS**

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

1. **Permitted Use.** Except as limited by the laws of any governing body having jurisdiction over the Real Estate, the Parcels shall be utilized only for residential single-family purposes, compatible with this Declaration.

2. **Dwelling Size.** The total combined area of the first floor for any residence, dwelling or home to be constructed on a 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 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. No professional or commercial signs of any type or form shall be allowed on any Parcel.

4. **Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Parcel, except chickens, dogs, cats, and other household pets for the Owner's personal family use may be kept so long as they are not kept, bred, or maintained for any commercial purposes. Owner's shall not have more than 15 chickens at one time and shall not be allowed to free range. No pigs, hogs or other swine, nor peacocks or exotic animals will be allowed. Except as specifically set forth in this Declaration, in no event shall any animal of any nature (except chickens) exceed a density of two (2) animals of one species on any Parcel, nor shall there be

more than one (1) animal of any nature exceeding a weight of 1500 pounds. Pets shall be kept under control so as not to create damage or become a nuisance.

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 any Parcel, nor shall tunnels, mineral excavations, or shafts be permitted upon or in any 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 any Parcel, nor shall oil derricks or other structures designed for use in boring for oil or natural gas be erected, maintained or permitted upon any Parcel.

6. **Nuisances.** No noxious or offensive activity shall be carried on within any 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 Owners. Each Owner 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 other Owners. 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 Shawnee, 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. No utility lines, including without limitation, gas, electrical power, telephone, cable television service, and internet lines, may be installed or maintained above the surface of the ground on any part of the Real Estate, with the exception of the overhead electrical line that follows the property line that adjoins parcels 5 & 6 and runs from Stanley Road to where it intersects with the NW corner of parcel 7, and from the point to the existing house on parcel 7. 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 or dirt bike tracks, nor shall ATVs or UTVs 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 maintain in good condition and repair the exterior and interior of any building erected on such Owner's Parcel, and shall maintain in good condition the real property appurtenant to any such building, including the 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. All barns, outbuildings, sheds or other non-residential structures ("Outbuildings") located on a Parcel shall be complimentary to the dwelling in style, design, and color, to the residence. No Outbuilding 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. **Fencing.** No fence shall be constructed on any Parcel closer to the road or street providing access to such Parcel than the front of the residential dwelling on such Parcel unless such fence matches the appearance, style and color of fencing of adjacent parcels. Fencing must be maintained. Barbed wire and chain-link fencing are only for agricultural or animal containment and must not create unsightly conditions or a nuisance.

11. **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 any Parcel, except within enclosed garages, sheds or outbuildings. No

travel trailer, recreational vehicle, or fifth wheel shall be used as a residence for more than 2 weeks at a time, on any Parcel.

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

13. **Division of Parcels.** No Parcel shall be subdivided, except as permitted by this Declaration or as approved by a vote of at least seventy-five percent (75%) of the then Owners of all Parcels in accordance with the voting procedure established in paragraph 1 of Article IV of this Declaration. Notwithstanding the previous sentence, each Owner, by accepting a deed to any Parcel, acknowledges and agrees that the Real Estate has been surveyed and planned for the purpose of residential development, and that Owners may use the Parcels for residential purposes in accordance with this Declaration, and the laws and regulations of Shawnee County, Kansas or any other governing body that has jurisdiction over such Parcels. Notwithstanding anything in this Declaration to the contrary, Declarant hereby reserves the right to subdivide, from time to time, any Parcel or Parcels owned by Declarant.

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

15. **Landscape and Lawn Care.** Each Owner shall maintain the yard and landscaping of his Parcel(s) at all times after closing on the purchase of such Parcel(s). All Parcels, including unimproved Parcels, 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 Shawnee County concerning weeds, brush and general maintenance apply.

16. **Private Driveways.** All private driveways (i.e., driveways located on a Parcel for purposes of vehicular and pedestrian ingress to and egress from any residence(s) constructed on such Parcel) shall be constructed with hard surfaced material (i.e., concrete, asphalt, gravel, or chip and seal).

17. **Certain Rural Home Businesses Prohibited.** No home-based businesses ("Home-Based Business") shall be permitted on a Parcel if such Home-Based Business uses or stores on such Parcel vehicles or equipment in excess of 8,000 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 other residents and must comply with all applicable county zoning regulations and restrictions.

18. **Above-Ground Swimming Pools.** Above-ground swimming pools are prohibited. All other pools 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, with the written affirmative vote, in person or proxy, of the then Owners of at least three-fourths of all the Real Estate, measured in acres. The Owner or Owners of each Parcel shall be entitled to a one vote for each such Parcel owned (i.e., the acreage associated with each Parcel may not be divided for purposes

of any vote contemplated by this Article IV. Notwithstanding the foregoing, no such Amendment shall be effective without the written approval of Declarant, so long as Declarant owns any Parcel. An Amendment made as provided herein shall immediately be effective upon recording a proper instrument in writing executed and acknowledged by the required Owners (and by Declarant, if required herein) in the office of the Register of Deeds of Shawnee County, Kansas.

2. **Declarant's Right to Amend.** Until all Parcels have been sold by Declarant to third parties, Declarant reserves the right to amend, change, or modify this Declaration, including, without limitation, adding new or additional provisions, without the approval of any Owner or other person. Such amendment to be effective shall be signed by Declarant and recorded in the office of the Register of Deeds of Shawnee County, Kansas and such amendment shall be effective on all of the Real Estate, including, without limitation, Parcels that have already been sold by Declarant

3. **Enforcement.** An Owner of a Parcel may enforce this Declaration against any Owner of another Parcel violating or threatening to violate any provision in this Declaration. No restriction set forth in this Declaration shall be personally binding upon any Owner, except in respect to breaches committed during his, their, or its ownership of a Parcel as record title holder. The Owner or Owners of any other Parcel, or part thereof, 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**

### **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 respective Owner or Owners, 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 Owners of all Parcels and their heirs, successors and assigns, whether or not such easements or rights are mentioned or described in any deed or conveyance.

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

DECLARANT:

SH6880, LLC,  
a Kansas limited liability company

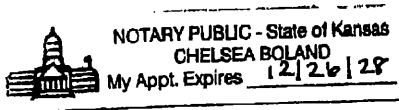
By:   
Dustin Baker, Manager

STATE OF KANSAS )

COUNTY OF Douglas )

ss:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 2025, by Dustin Baker, Manager of SH6880, LLC, a Kansas limited liability company.



  
Notary Public

My Appointment Expires: 12/26/28

EXHIBIT A

## LEGAL DESCRIPTION OF THE REAL ESTATE

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 12 SOUTH, RANGE 17 EAST, OF THE 6TH P.M., SHAWNEE COUNTY, KANSAS, FURTHER DESCRIBED BY JESSE A. NOLL, PS-1711, ON APRIL 15, 2025 BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREE 08 MINUTES 04 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,879.36 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 40; THENCE NORTH 49 DEGREES 49 MINUTES 58 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 136.37 FEET TO A 4 INCH BROKEN CONCRETE RIGHT OF WAY MONUMENT AND THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY 40; THENCE ON A CURVE TO THE RIGHT ALONG SAID WESTERLY RIGHT OF WAY LINE, HAVING A RADIUS OF 1850.08 FEET, AN ARC LENGTH OF 429.70 FEET, AND A CHORD THAT BEARS SOUTH 36 DEGREES 23 MINUTES 10 SECONDS EAST, A DISTANCE OF 428.74 FEET; THENCE SOUTH 29 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 967.08 FEET; THENCE ON A CURVE TO THE LEFT, ALONG SAID WESTERLY RIGHT OF WAY LINE, HAVING A RADIUS OF 3,075.71 FEET, AN ARC LENGTH OF 437.37 FEET, AND A CHORD THAT BEARS SOUTH 33 DEGREES 39 MINUTES 52 SECONDS EAST, A DISTANCE OF 437.00 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND RECORDED IN BOOK 3214, PAGE 82 AT THE SHAWNEE COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 52 DEGREES 25 MINUTES 16 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 191.42 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01 DEGREE 23 MINUTES 42 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 220.07 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88 DEGREES 36 MINUTES 18 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 437.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND, AND THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY 40; THENCE SOUTH 44 DEGREES 13 MINUTES 41 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 81.82 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 36 MINUTES 18 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,391.83 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING.