



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

**THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS** (this “**Declaration**”) is made effective the 30th day of March, 2026 (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 “**Neighbor Parcel**” and collectively, the “**Neighbor Parcels**”).

B. Declarant also owns adjoining parcels 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 (collectively referred to as the “**Home Parcel**”). The Neighbor Parcels and the Home Parcel shall be individually referred to herein as a “**Parcel**” and collectively as the “**Parcels**”.

C. Declarant recorded that certain *Declaration of Easements, Covenants and Restrictions* dated November 24, 2025 and recorded in Book 1243 beginning on page 1249 in the Office of the Register of Deeds of Douglas County, Kansas (the “**Original Declaration**”). Pursuant to Article IV, paragraph 1 of the Original Declaration, Declarant is both the Benefitted Owner and all the Burdened Owners (as such terms are defined in the Original Declaration) and has sole power and authority to modify the Original Declaration.

D. Declarant desires amend and restate the Original Declaration in its entirety and, in lieu thereof, to place certain covenants, conditions, restrictions and easements upon the Neighbor Parcels for the benefit of the owners of the Home Parcel and their successors, grantees and assigns, and to protect the value and desirability of the Neighbor Parcels, the Home Parcel, and other contiguous real property owned by Declarant or in which Declarant has an interest.

E. By this Declaration, Declarant declares that the Original Declaration is hereby amended and restated in its entirety and that the Neighbor 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 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 Neighbor Parcels and the Home Parcel. These easements, covenants, restrictions and conditions shall run with the Parcels and shall be binding upon all parties having or acquiring any right, title or interest in the Parcels, or any part thereof, and shall inure to the benefit of each owner thereof. This Declaration amended and restates the Original Declaration in its entirety.

ARTICLE I
DEFINITIONS

1. "Home Parcel Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the Home Parcel.
2. "Neighbor Parcel Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Neighbor Parcel. The term "Neighbor Parcel Owner" shall not mean any mortgagee, unless and until such mortgagee has acquired fee simple title to a Neighbor 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 Home Parcel Owner or the Neighbor Parcel 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

Declarant expressly intends to, and by the execution and recording of this Declaration does hereby, subject the Neighbor Parcels to the provisions of this Declaration, for the benefit of the Home Parcel. 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 Neighbor Parcel, and shall inure to the benefit of all persons having at any time any interest or estate in the Home 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 Neighbor Parcels, except as expressly provided:

1. **Permitted Use.** Except as limited by the laws of any governing body having jurisdiction over the Neighbor Parcels, the Neighbor 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 Neighbor Parcel.
2. **Dwelling Size.** The total combined area of the first floor for any residence, dwelling or home to be constructed on a Neighbor 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 Neighbor 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 Neighbor Parcel, nor shall tunnels, mineral excavations, or shafts be permitted upon or in a Neighbor 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 Neighbor 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 Neighbor Parcel.

6. **Nuisances.** No harmful or offensive activity may be conducted on a Neighbor Parcel. Trash, ashes, or other refuse may not be thrown, placed, or dumped on any exposed area. Nothing may be done that creates an annoyance, nuisance, security risk, or safety hazard to the Home Parcel. All trash and refuse must be placed in closed containers that are securely covered or tied, and delivered at the times and locations determined for trash pickup by Douglas County, 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. **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 Neighbor 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 Neighbor 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 Neighbor Parcel Owner.

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 Neighbor Parcel Owners and the Home Parcel Owner. An Amendment made as provided herein shall immediately be effective upon recording a proper instrument in writing executed and acknowledged by the Neighbor Parcel Owners and Home Parcel Owner in the office of the Register of Deeds of Douglas County, Kansas.

2. **Enforcement.** The Home Parcel Owner may enforce this Declaration against a Neighbor Parcel 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 Neighbor Parcel Owner, except in respect to breaches committed

during his, their, or its ownership of a Neighbor Parcel as record title holder. The Home Parcel 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
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 Neighbor Parcel Owner, Home Parcel 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 Neighbor Parcel Owners for the benefit of the Home Parcel 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.

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

DECLARANT:

Karl S. Killam
Karl S. Killam

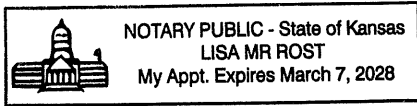
Nancy J. Killam
Nancy J. Killam

STATE OF KANSAS)

COUNTY OF Douglas)

ss:

The foregoing instrument was acknowledged before me this 31st day of March, 2026, by Karl S. Killam and Nancy J. Killam.



Lisa Mr Rost
Notary Public

My Appointment Expires: March 7, 2028

EXHIBIT A

LEGAL DESCRIPTION OF THE NEIGHBOR PARCELS

RESIDENTIAL DEVELOPMENT PARCEL 1

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: Beginning at the Northeast corner of the Northwest Quarter (NW¼); thence South 00° 33' 42" East a distance of 1,051.35 feet, said point being on the East line of the Northwest Quarter (NW¼); thence South 89° 31' 29" West a distance of 473.69 feet; thence North 00° 51' 55" West a distance of 1,051.38 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.

AND

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 18 EAST OF THE 6TH P.M., DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, ON FEBRUARY 18, 2026, BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 10 MINUTES 10 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 958.46 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND RECORDED IN BOOK 1093, PAGE 1862, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE AND THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 30 MINUTES 52 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT OF LAND RECORDED IN BOOK 1093, PAGE 1862, A DISTANCE OF 1,051.22 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 23 DEGREES 25 MINUTES 58 SECONDS EAST, A DISTANCE OF 665.22 FEET; THENCE SOUTH 01 DEGREE 55 MINUTES 10 SECONDS EAST, A DISTANCE OF 943.46 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 33 MINUTES 34 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 254.14 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND RECORDED IN BOOK 1236, PAGE 5014, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 01 DEGREE 55 MINUTES 10 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID TRACT OF LAND RECORDED IN BOOK 1236, PAGE 5014, A DISTANCE OF 593.57 FEET; THENCE NORTH 23 DEGREES 25 MINUTES 58 SECONDS WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 922.90 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 02 SECONDS WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 1,159.81 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND AND NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 10 MINUTES 10 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 350.15 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND RECORDED IN BOOK 1093, PAGE 1862 AND THE POINT OF BEGINNING.

THE ABOVE CONTAINS 871,162 SQUARE FEET, MORE OR LESS, OR 20.00 ACRES, MORE OR LESS, AND SUBJECT TO ANY AND ALL RIGHTS OF WAY, EASEMENTS, AND ENCUMBRANCES.

EXHIBIT B

LEGAL DESCRIPTION OF THE HOME 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.

AND

A TRACT OF LAND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 18 EAST OF THE 6TH P.M., DOUGLAS COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JESSE A. NOLL, PS-1711, ON FEBRUARY 18, 2026, BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER: THENCE SOUTH 01 DEGREE 55 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1,051.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 55 MINUTES 04 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1,566.66 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 33 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 703.55 FEET; THENCE NORTH 01 DEGREE 55 MINUTES 10 SECONDS WEST, A DISTANCE OF 943.46 FEET; THENCE NORTH 23 DEGREES 25 MINUTES 58 SECONDS WEST, A DISTANCE OF 665.22 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN BOOK 1093, PAGE 1862, AT THE DOUGLAS COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 88 DEGREES 10 MINUTES 29 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND AND THE PROLONGATION THEREOF, A DISTANCE OF 947.52 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING.

THE ABOVE CONTAINS 1,175,990 SQUARE FEET, MORE OR LESS, OR 27.00 ACRES, MORE OR LESS, AND SUBJECT TO ANY AND ALL RIGHTS OF WAY, EASEMENTS, AND ENCUMBRANCES.