

DECLARATION OF RESTRICTIONS

BOOK 267

19785

Rancho Verde Estates,
A Sub-Division within the Incorporated
Territory of Douglas County, Kansas
And Within Three Miles of the City
Limits of the City of Lawrence, Kansas

We, the undersigned,

Rees M. Jackman, Lawrence, Kansas,
Leda P. Jackman, his wife, Lawrence, Kansas;

being the owners of the real estate herein described which has been
platted as Rancho Verde Estates, a sub-division within the incor-
porated territory of Douglas County, Kansas, and within three miles
of the city limits of the City of Lawrence, Kansas, plat book 11,
page 8, filed January 5, 1970, in the office of the Register
of Deeds of Douglas County, Kansas, and in anticipation of improv-
ing said property by residential development hereby declare and
create the following restrictions and conditions relative to use,
occupancy and ownership of said property, to-wit:

A. RESIDENTIAL AREA COVENANTS

A-1 Land Use and Building:

No lot shall be used except for residential purposes.
No office for commercial, professional, or other non-
residence purpose may be maintained on any lot. No build-
ing shall be erected, altered, placed or permitted to re-
main on any lot other than (1) one detached family dwell-
ing not to exceed two stories in height, (2) a private
garage for not more than four cars, (3) a stable for
stabling pleasure saddle horses, and (4) a facility to
house beef cattle to be used solely for the purpose of
providing meat for the domestic consumption of such lot
owner.

A-2 Architectural Control:

1. No building, fence, wall or other structure what-
soever (including without limitation radio towers and the
like) shall be created, placed or altered on any lot until
the construction plans and specifications, and a plan
showing the location of the structure have been approved
by the Architectural Control Committee as to the quality
of workmanship and materials, harmony of exterior design
with existing structures, and as to location with respect
to topography and finish grade elevations. No fence or
wall shall be erected, placed or altered on any lot nearer
to any street than the minimum setback line unless similarly
approved. Approval shall be as hereinafter designated in
Part B.

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2. No building shall be permitted to stand with its exterior in an unfinished condition for longer than eighteen (18) months after commencement of construction. In the event of fire, windstorm or other damages, no building shall be permitted to remain in a damaged condition longer than six (6) months after the date of damage. For each month that there shall be a violation of the previous two sentences, a fine of One Hundred Dollars (\$100.00) shall be due and payable from the record title owner of the property where said violated condition exists to the Architectural Control Committee provided for herein.

A-3. Dwelling Size

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than One Thousand One Hundred Fifty (1,150) square feet for a one story dwelling. Main structures of more than one story shall not be less than Sixteen Hundred (1,600) square feet.

A-4. Building Location

1. The following 25 foot restrictions apply to Lots One (1), Two (2) and Twenty-two (22):

No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No buildings shall be located nearer than twenty-five (25) feet to an interior, or side property line, unless such line be the boundary between lots owned by the same person.

2. The following 50 foot restrictions apply to all lots except One (1), Two (2) and Twenty-two (22):

No building shall be located on any lot nearer than fifty (50) feet to the front lot line, or nearer than fifty (50) feet to any side street line. No buildings shall be located nearer than fifty (50) feet to an interior, or side property line, unless such line be the boundary between lots owned by the same person.

A-5. Easements

Easements for the installation and maintenance of utilities shall be provided as required. Easements for area drainage shall be provided as required.

A-6. Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-7 Temporary Structures

No structure of a temporary nature such as a trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

A-8 Signs

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

A-9 Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

A-10 Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that (1) dogs, (2) cats, (3) other household pets, (4) pleasure saddle horses, and (5) beef cattle for the lot owner's family use may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

A-11 Commercial Vehicles

No commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless first approved by the Architectural Control Committee and kept in a garage completely enclosed.

A-12 Division of Lots

No lot shall be resubdivided for a period of ten years from the date of the filing of the plat in the office of the Register of Deeds of Douglas County, Kansas. After the said ten year period, no lot shall be resubdivided except as approved by the Architectural Control Committee.

B. ARCHITECTURAL CONTROL COMMITTEE**B-1 Membership**

The Architectural Control Committee will be as follows: Rees M. Jackman, Lawrence, Kansas, and Leda P. Jackman, Lawrence, Kansas, and one other member who shall be appointed by the two named members. A majority of the committee may designate a single representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

B-2 Procedure

The committee's approval or disapproval of plans and specifications as required in these covenants, shall be in writing. In the event the committee or its designated representative, shall fail to approve or disapprove plans and specifications within thirty (30) days after submission to them or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. GENERAL PROVISIONS**C-1 Terms**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2 Enforcement

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to cover damages.

C-3 Severability

Invalidation of any one part of these covenants by judgment or court order shall not effect any of the other provisions which shall remain in full force and effect.

The real estate to which these covenants and restrictions shall apply is described as follows:

Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-one (21), Township Thirteen (13) South, Range Nineteen (19) East, less a tract for school described as follows:

Beginning at the Southwest corner of said Quarter Section, thence East along the South line of said Quarter Section 837.69 feet, thence North 520 feet, thence West 837.69 feet to a point on the west line of said Quarter Section, thence South along the West line of said Quarter Section 520 feet to the point of beginning;

and also less a tract described as follows:

Beginning at the Northwest corner of said Quarter Section, thence East along the North line of said Quarter Section 485.6 feet, thence South 311.16 feet, thence West 485.6 feet to the West line of said Quarter Section, thence North along the West line of said Quarter Section 311.16 feet to the point of beginning, containing 148.76 acres.

Executed at Lawrence, Kansas, this 23rd day of December, 1969.

Rees M. Jackman
Rees M. Jackman

Leda P. Jackman
Leda P. Jackman

STATE OF KANSAS)
) ss.
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 23rd day of December, 1969, before me, the undersigned, a notary public in and for the County and State aforesaid, personally appeared Rees M. Jackman and Leda P. Jackman, his wife, who are personally known to me to be the same persons who executed the within and foregoing declaration of restrictions, and such persons duly acknowledged to me the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Betty J. Brokaw
Notary Public Betty J. Brokaw

My commission expires Sept 22, 1970

-5-



Recorded January 6, 1970 at 12:55 P.M.

By James Beam Register of Deeds
John Neustifter Deputy

7532

AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF
RANCHO VERDE ESTATES

DESIGNATION OF THE NEW ARCHITECTURAL CONTROL COMMITTEE

Comes now William A. Bailey and Kristine H. Bailey, husband and wife, Larry J. Ryan, a single person, Gerald G. Pine and Ganis L. Pine, husband and wife, Richard A. Colbert and Peggy L. Colbert, husband and wife, Kenneth A. Rowen and Mary Margaret Rowen, husband and wife, and Kevin T. Maxon and Catherine E. Maxon, husband and wife, record owners of a majority of the lots (14) within Rancho Verde Estates a subdivision within the incorporated territory of Douglas County, Kansas, and within three miles of the City limits of the City of Lawrence, Kansas, bearing the following legal description:

Southwest Quarter (SW 1/4) of Section Twenty-one (21), Township Thirteen (13) South, Range Nineteen (19) East, less a tract for school described as follows:

Beginning at the Southwest corner of said Quarter Section, thence East along the South line of said Quarter Section 837.69 feet, thence North 520 feet, thence West 837.69 feet to a point on the West line of said Quarter Section, thence South along the West line of said Quarter Section 520 feet to the point of beginning;

And also less a tract described as follows:
Beginning at the Northwest corner of said Quarter Section, thence East along the North line of said Quarter Section 485.6 feet, thence South 311.16 feet, thence West 485.6 feet to the West line of said Quarter Section, thence North along the West line of said Quarter Section 311.16 feet to the point of beginning, containing 148.76 acres being platted lots 1 through 22.

and in accordance with Section B-1 of the Declaration of Restrictions recorded in Book 267 at page 164 hereby change the membership of the Architectural Control Committee as follows:

1. Rees M. Jackman and Leda P. Jackman, or anyone appointed by them, shall no longer be designated as committee members.
2. The Architectural Control Committee from this date forward until modified in accordance with the bylaws set out in the aforementioned Declaration of Restrictions will be as follows:

William A. Bailey;
 Kristine H. Bailey;
 Kenneth A. Rowen;
 Mary Margaret Rowen;
 Gerald G. Pine;
 Ganis L. Pine;
 Kevin T. Maxon;
 Catherine E. Maxon.

William A. Bailey
 William A. Bailey

Kenneth A. Rowen
 Kenneth A. Rowen

Gerald G. Pine
 Gerald G. Pine

Kevin T. Maxon
 Kevin T. Maxon

Larry J. Ryan
 Larry J. Ryan

Richard A. Colbert
 Richard A. Colbert

Kristine H. Bailey
 Kristine H. Bailey

Mary Margaret Rowen
 Mary Margaret Rowen

Ganis L. Pine
 Ganis L. Pine

Catherine E. Maxon
 Catherine E. Maxon

Peggy L. Colbert
 Peggy L. Colbert

STATE OF KANSAS)
) ss:
 COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 15th day of August 1990, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared William A. Bailey and Kristine H. Bailey, husband and wife, who are personally known to me to be the same persons who executed the within and foregoing designation of new architectural control committee and such persons duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

PEGGY I. WENGER
 NOTARY PUBLIC
 STATE OF KANSAS

My Appl. Expires 7/18/91

Peggy I. Wenger
 Notary Public

STATE OF KANSAS)
) ss:
 COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 15th day of August 1990, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Kenneth A. Rowen and Mary Margaret Rowen, husband and wife, who are personally known to me to be the same persons who executed the within and foregoing designation of new architectural control committee and such persons duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

PEGGY I. WENGER
 NOTARY PUBLIC
 STATE OF KANSAS

My Appl. Expires 7/18/91

Peggy I. Wenger
 Notary Public

STATE OF KANSAS)
) SS:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 15th day of August 1990, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Gerald G. Pine and Ganis L. Pine, husband and wife, who are personally known to me to be the same persons who executed the within and foregoing designation of new architectural control committee and such persons duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

PEGGY I. WENGER
NOTARY PUBLIC
STATE OF KANSAS

My Appt. Expires 7/18/91

Peggy I. Wenger
Notary Public

STATE OF KANSAS)
) SS:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 15th day of August 1990, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Kevin T. Maxon and Catherine E. Maxon, husband and wife, who are personally known to me to be the same persons who executed the within and foregoing designation of new architectural control committee and such persons duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

PEGGY I. WENGER
NOTARY PUBLIC
STATE OF KANSAS

My Appt. Expires 7/18/91

Peggy I. Wenger
Notary Public

STATE OF KANSAS)
) SS:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 15th day of August 1990, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Larry J. Ryan, a single person, who is personally known to me to be the same persons who executed the within and foregoing designation of new architectural control committee and such person duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

PEGGY I. WENGER
NOTARY PUBLIC
STATE OF KANSAS

My Appt. Expires 7/18/91

Peggy I. Wenger
Notary Public

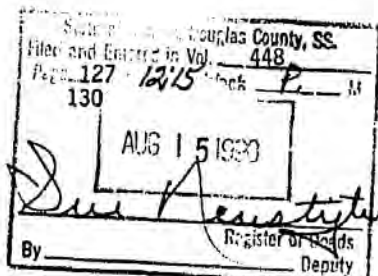
STATE OF KANSAS)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this 15th day of August 1990, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Richard A. Colbert and Peggy L. Colbert, husband and wife, who are personally known to me to be the same persons who executed the within and foregoing designation of new architectural control committee and such persons duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

PEGGY I. WENGER
NOTARY PUBLIC
STATE OF KANSAS
My Appl. Expires 7/18/91

Peggy I. Wenger
Notary Public



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RLB *[Signature]*