

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DEER RUN**

A Subdivision in Reno County, Kansas

THIS DECLARATION is made this _____ day of _____, 2007, by Monroe56th, L.L.C., a Kansas Limited Liability Company, hereinafter referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the Owner of the following described real property, to-wit:

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12, Block A; and Lots 1, 2, 3, 4, 5, 6 and 7, Block B; together with a Reserve Area, all in Deer Run, a subdivision in the Southwest Quarter (SW/4) of Section Twenty-four (24), Township Twenty-two (22) South, Range Six (6) West of the 6th P.M., Reno County, Kansas; and

WHEREAS, Declarant desires to establish binding covenants, conditions and restrictions applicable to the Addition to ensure the proper development and maintenance thereof and to secure the rights of all property Owners in said Addition; and

WHEREAS, it is the purpose and intention of Declarant that all Lots and the Reserve Area in the Addition shall be held and/or conveyed subject to the covenants, conditions and restrictions as hereinafter set forth;

NOW, THEREFORE, Declarant hereby submits the above-described real property to the following covenants, conditions and restrictions which shall run with the land and be binding on all parties having any right, title or interest therein, together with their heirs, successors, devisees and assigns. These covenants, conditions and restrictions shall inure to the benefit of all such parties.

ARTICLE 1

ARCHITECTURAL CONTROL

Section 1.1 Architectural Control Committee. The Architectural Control Committee (“Committee”) shall initially consist of one member, to be appointed by Declarant. The initial appointee shall be Brad Dillon, although Declarant may subsequently nominate other individuals to serve on the Committee. Declarant must fully relinquish its rights hereunder at such time as Declarant shall cease to own any Lots in the Addition, although Declarant may relinquish its rights or any portion thereof under this paragraph at any prior time. Upon

Declarant's resignation from the Committee, the Committee shall consist of three (3) owners of lots within the subdivision, to be initially selected by Declarant for such terms as are established by Declarant. Upon the death or resignation of any member of the Committee, the remaining Committee members shall appoint a successor. The act of a majority of the Committee shall be binding, and the majority of the Committee may designate a representative to act for it.

Section 1.2 Approval of Plans and Specifications. No residence, building, wall, fence or other structure or improvement shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein or thereto be made, until the plans and specifications showing the nature, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance and location in relation to surrounding structures and topography by the Committee. In connection therewith, the Committee is granted authority to adopt written guidelines as an aid to determine whether the necessary approval contemplated hereunder is withheld or granted. Such guidelines shall be made available to any Owner or prospective purchaser. Such guidelines may be altered, amended or repealed by the action of a majority of the Committee. No Owner shall have the right to enjoin such action by the Committee based upon such Owner's prior reliance upon existing guidelines. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after two sets of complete plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 1.3 Form of Plans and Specifications. Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee, but in any event shall include plans showing elevations of all sides, and a site plan of the Lot (including proposed front, rear and side setbacks) of all structures, and the location thereof with reference to structures on adjoining portions of the Lot, the location of all driveways on the Lot, and the location of all water wells and septic systems, as previously approved by Reno County.

Section 1.4 Retention of Approved Plans and Specifications. Upon approval by the Committee of the plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 1.5 Variance from Guidelines. The Committee may authorize variance from compliance with any of the written guidelines then in effect when circumstances such as topography, natural obstructions or hardship may require. Any such variance must be authorized by the Committee in writing. The granting of such variance shall not operate to waive the written guidelines then in effect as to any Lot other than the Lot for which the variance was granted.

Section 1.6 Right of Inspection. The Committee or any of its agents may at any reasonable time or times upon reasonable advance notice enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of the improvements thereon are in compliance with the provisions hereof; and neither the Committee, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 1.7 Committee Disapproval-Declarant's Option. In the event any Owner fails to obtain the Committee's written approval of submitted plans and specifications for improvements to a Lot within sixty (60) days from the date such plans were originally disapproved in writing by the Committee, Declarant shall have the option of repurchasing said Lot from the Owner for the purchase price paid by said Owner. The option shall be exercised by Declarant giving Owner written notice of its intention to exercise said option within thirty (30) days of the date said option arises.

Section 1.8 Rental of Homes. Any owner of a lot who leases the property shall be responsible for assuring compliance by his lessee with all provisions of these covenants, and said owner shall be jointly and severally liable for any violations by his lessee.

Section 1.9 Removal and Alteration of Structures.

(a) If a structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from the Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

(b) If fifteen (15) days after the notice of such a violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Committee shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner.

Section 1.10 No Liability. Neither the Committee, nor any member, agent, or employee thereof, shall be liable to any Owner or to any person, firm, corporation or other entity for any damages arising from the performance or nonperformance of any duties or functions under this Article. Approval of plans by the Committee shall not be deemed a representation that such plans comply with applicable governmental ordinances and regulations, including zoning ordinances and building codes.

Section 1.11 Right of Committee to Enforce Covenants. By the acceptance of title, each Owner shall be held to vest in the Committee the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the Committee be necessary or advisable for the enforcement of these covenants. In the event that legal action is successfully undertaken to enforce these covenants, the owner who is found to have failed to comply with these covenants shall be personally liable for reasonable costs and expenses incurred by the Committee, including attorney's fees. Said costs and expenses shall constitute a valid lien against the lot owned by any owner in violation hereof. Such lien may be enforced by recording a lien statement with the Reno County Register of Deeds, and any lien so recorded may be foreclosed in any manner provided for the foreclosure of mortgages in the State of Kansas.

ARTICLE 2

GENERAL COVENANTS AND RESTRICTIONS

Section 2.1 Structures; Division of Lots; Utilities. Without the prior written approval of the Committee:

- (a) No previously approved structure shall be used for any purpose other than that for which it was originally designed.
- (b) No used or previously constructed residence, trailer, mobile home, pre-manufactured home, or building of any kind shall be moved or placed, either in sections or as a whole, upon a Lot.
- (c) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, without the prior written approval of the Committee.
- (d) No automobile, motor home, truck, motorcycle, motorbike, boat, house trailer, boat trailer, transport trailer or any other vehicle of any type or description may be stored upon a residential street. The Committee, after reasonable notice to the appropriate party, is authorized to have any such stored vehicle removed from a residential street and the cost of removal and storage thereof shall be borne by the registered owner of such vehicle.
- (e) The minimum square footage requirement for each residence is one thousand four hundred (1,400) square feet finished living space. The basement area, including any so-called "walk-out basement", and garage area, shall be disregarded in computing such square footage.
- (f) Residences shall be faced on all sides with quality materials, such as brick, wood, stone or stucco (including dryvit). Siding, such as fiber cement siding, metal, or vinyl siding shall be permitted. No exposed concrete block walls are permitted.
- (g) Any detached garages or other out-buildings shall contain side walls of 12 feet or less, and may not exceed in square footage 200% of the finished square footage of the residence, excluding the basement and garage area. Detached garages and outbuildings may not serve as a residence, and may not be constructed unless the accompanying residence is also completed or under construction.
- (h) No driveways may exit from any lot onto a street that is not located within the boundaries of the subdivision.
- (i) Once commenced, construction will be diligently pursued to completion and may not be left in a partially finished condition for more than 30 days without written approval of the Committee.
- (j) All electrical, telephone and other utility lines shall be located underground. Satellite dishes of 36" diameter or less may be erected.

Section 2.2 Animals. No birds, reptiles, animals or fowl shall be kept or maintained on any Lot unless confined at all times within the house or outbuildings. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on any Lot without the express written consent of the Committee. The Committee may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Horses may be kept only if one acre of land is available to each horse. No domestic pets shall be allowed to run free so as to create a nuisance within the subdivision.

Section 2.3 Temporary Buildings. No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.

Section 2.4 No Storage; Trash. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials may be stored on a Lot during the course of construction of any approved structure. No garbage, trash, Christmas trees, brush, solid materials, chemical compounds, fertilizer or other refuse shall be disposed of on any part of the Reserve Area.

Section 2.5 Noxious, Dangerous and Offensive Activities Prohibited. No noxious, dangerous or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 2.6 Home Professions and Industries. A profession, business or home industry may be conducted only within a residence or out-building. No such profession or home industry shall be permitted, however, unless it is considered by the Committee to be compatible with a residential neighborhood. The Committee must approve the size and location of any signs intended to advertise such business activity.

Section 2.7 Drainage. No Owner may interfere with or obstruct the drainage pattern over the Addition from or to any other Lot as may be established by Reno County or Declarant.

Section 2.8 Restrictions Not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases, or this Declaration shall be taken to govern and control.

ARTICLE 3

DURATION

Section 3.1 Covenants Running With the Land. The covenants, conditions and restrictions of this Declaration shall run with and be binding on the land subject hereto for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each.

