

**DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
RUNNING WITH THE LAND CONTAINED IN GREYSTONE ESTATES A
SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 36,
TOWNSHIP 16 SOUTH, RANGE 20 EAST OF THE 6TH PRINCIPAL
MERIDIAN, FRANKLIN COUNTY, KANSAS**

Whereas the undersigned, Donald and Linda Leach, are owners of the following described real estate property, to wit;

Legal Description:

Beginning at a point 660 feet West of the N.E. Corner of the N 1/2 of the N.E. 1/4 of Sec. 36, TWP. 16, RNG. 20, thence West 1364 feet, thence South 5 degrees 13 minutes East 1342 feet to a point 1904.5 feet West of the S.E. corner of the N. 1/2 of the N.E. 1/4 of said Sec. 36, thence East 1244.5 feet, thence North 1320 feet to the place of the beginning, containing 40 acres, more or less, Franklin County, Kansas, except that part deeded to the Secretary of Transportation for highway purposes in Deed Book 227, page 257 of the records of Franklin County, Kansas.

Lot 1--containing 4.10 acres
Lot 2--containing 3.40 acres
Lot 3--containing 3.47 acres
Lot 4--containing 3.43 acres
Lot 5--containing 3.62 acres
Lot 6--containing 3.33 acres
Lot 7--containing 3.12 acres
Lot 8--containing 3.15 acres
Lot 9--containing 3.15 acres
Lot 10--containing 3.75 acres

FILED FOR RECORD
TIME 4:20 P.M.

JUN 24 2003

Miss. 212 Page 761
BOOK 212 PAGE 761
REGISTER OF DEEDS, FRANKLIN CO., KS.
INSTRUMENT # 4187
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And, whereas, said owners desire to make the following declarations as to the limitations, restrictions, and uses to which these lots can be put, hereby specifying that these declarations shall constitute covenants to run with all persons claiming under them and for the benefit of and limitations of all future owners in this acreage.

Note: Owners of all property shall be required to provide to the Franklin County Planning and Zoning Department a Benefit Unit Certificate issued by a Rural Water District in order to purchase any building permits. (No building permits shall be issued for residential structures unless evidence of an adequate domestic water supply has been submitted).

The purpose of the restrictions is to insure the use of the property for attractive residential uses, to prevent nuisances, to maintain the attractiveness of the property, and thereby to secure each owner full benefit and enjoyment of their home, with no greater restrictions upon the use of the site than is necessary to insure the same advantages to the other site owners.

Lot 3 of the subdivision has an existing house with detached garage. Restrictions that do not apply to the existing house shall include the ground floor square footage, the exterior, the septic system and detached garage. All other restrictions shall apply.

The following restrictions shall be kept by all persons owning, occupying, or using said land and may be enforced by injunction, mandatory or otherwise, or suit at law. If any of the parties, herewith, their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other persons owning real property in the development to prosecute any proceedings at law directly against the person violating any such covenants and either prevent against the person violating any such covenants and prevent him from doing so, or recover damages for such violation.

ARCHITECTURAL CONTROL

1. All lots in the tract shall be known as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any building site subject to

these restrictions other than one new single-family dwelling not to exceed two stories in height with a minimum of 8/12 pitch roofs with an attached or detached garage facility. All homes will be constructed on site. No factory constructed or moved in homes will be permitted. No storage, outbuildings or fences will be permitted.

2. No building shall be located on any residential building lot nearer than 50 feet to the front line, or nearer than 50 feet to any interior line. For the purpose of this covenant—eaves, steps and concrete slabs shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion to encroach on another lot. These setback requirements may be subject to variances required by existing utility or other easements of record.
3. The ground floor area of a one story structure, exclusive of open porches and garage, shall not be less than one thousand six hundred (1,600) square feet, nor less than one thousand three hundred (1,300) square feet for a dwelling of more than one story. Homes of more than one story shall not have less than one thousand eight hundred (1,800) square feet of living area, exclusive of the garage area or basements to include walk-out basements. No dwelling shall be permitted on any lot with less than five hundred twenty eight (528) square feet of garage area. No resident shall have fewer than two (2) garage doors or one (1) double wide, nor more than four (4) single width garage doors or two (2) double wide. Any detached garages must be within 100 feet of the residential structure. All driveways on lots shall be (6) inches gravel and chip and seal wearing surface, concrete surface or asphalt.
4. Preliminary site assessments have been completed and a determination made that all dwellings must incorporate an aerobic treatment tank and would include evaporative (ET beds), wetlands, drip irrigation, and shallow at grade, etc. The final effluent disposal systems should consist of designs approved by the Franklin County Health Department.
5. No propane tanks shall be allowed on any lot. Residential structures must be total electric, heat pump, etc. No garbage or trash receptacles will be within view of any street except during the process of collection. All utility connections shall be buried include, but not limited to, cable (satellite dishes may be used provided such dishes are disguised to blend with the landscape or otherwise hidden and cables and electrical connections are buried), phone, water and electric.
6. No mobile home, house trailer, travel trailer, recreational vehicle, utility trailer or boat may be used or occupied in any manner or stored or kept upon said lot within the subdivision, unless garaged. No unusable cars, machinery or other items of junk or salvage shall be stored or kept upon said lot. Such items may be removed by any property owner within said subdivision.
7. Upon commencement of construction, no dwelling shall remain with it's exterior in an unfinished condition for longer than six (6) months. In the event of fire, storm or other damage, no dwelling shall remain in disrepair for a period of longer than six (6) months from the date of casualty.
8. All structures and improvements shall be kept in a good state of repair and all lawns, shrubs, trees or other growths shall be kept well.
9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a total of two (2) dogs and/ or two (2) cats shall be permitted provided that they are not kept, bred, or maintained for any commercial purposes. No fences or pens shall be allowed on any lot.
10. All residential structures shall have front exteriors consisting of brick, stone, stucco or a combination of these three. All structures must be painted in earth-tone colors only. Any detached garages must follow the same guidelines on front exteriors consisting of brick, stone, stucco or a combination of these three. No structures shall be painted in bright, bold or fluorescent colors.

11. It is hereby provided that no retail, wholesale, manufacturing, or repair business of any kind nor so-called home occupations shall be permitted on any building site or in any single-family dwelling or garage erected thereon, even though it does not include the employment of any additional person or persons in the performance of such services. Camper and recreational vehicles may be parked for up to three days for loading and unloading.
12. No noxious or offensive activity shall be carried upon this lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
13. No building shall be erected, placed or altered in any way until the Architectural Construction Plans, Specifications and Plot Plan have been approved by the Homeowner's Association as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.

General Provisions

1. The Homeowner's Association will consist of all property owners with decisions determined by a majority vote.
2. Enforcement: The Homeowner's Association, or any owner, shall have the right to enforce, by a proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. An Owner Agreement (page 4) shall be signed by all property owners at the time of lot purchase.
3. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions that shall remain in full force and effect.
4. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than sixty (60%) of all owners of lots of record. Any amendment must be recorded.

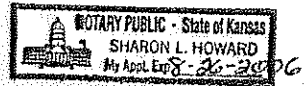
In Witness thereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24 day of June, 2003.

Donald E. Leach
Donald E. Leach, Declarant

Linda D. Leach
Linda D. Leach, Declarant

STATE OF KANSAS
} ss.

COUNTY OF FRANKLIN



On this 24 day of June, 2003, personally appeared Donald E. Leach and Linda D. Leach, who executed the above and foregoing and who also stated that they did so as their own free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Sharon L. Howard
Notary Public

My Commission Expires:
8-26-2006

BOOK 260 PAGE 669

FIRST AMENDMENT

**to DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
RUNNING WITH THE LAND CONTAINED IN GREYSTONE ESTATES A
SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 36,
TOWNSHIP 16 SOUTH, RANGE 20 EAST OF THE 6TH PRINCIPAL
MERIDIAN, FRANKLIN COUNTY, KANSAS**

This document serves as the First Amendment to the original document recorded on June 24, 2003, attached herein, whereas Donald and Linda Leach are the lot owners of record for no less than 60% of the parcels, and therefore have the express authority to declare and record this instrument for the benefit of the Homeowners Association. Any changes prescribed in this amendment supersedes the original document, whereas all Homeowners are hereby allowed, at their sole discretion, to:

1. Have up to 6 garage doors total (any combination of single or double doors) at the resident's home and detached garage. Detached garages are not required to have front exteriors consisting of brick, stone, or stucco.
2. Have a propane tank out of immediate view for the purpose of fueling a gas stove or fireplace.
3. Have a gravel drive to their basement area, or to an unattached garage building. Only the primary driveway to the home is required to be hard-surfaced.
4. Park and store a utility trailer in a non-prominent area of their lot.
5. Construct a stretch of privacy fence to provide added privacy behind their residence, as long as fence is made of quality materials, and as long as it is maintained with a neat appearance.
6. Operate a home-based business, as long as it does not involve customers or employees regularly visiting the property, and as long as it does not compromise any of the covenants and restrictions of the HOA.

In Witness thereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of Aug, 2012.

FILED FOR RECORD
TIME 1:20 PM

(Original compared with record)

Miss AUG 16 2012
Book 260 Page 669
REGISTER OF DEEDS, FRANKLIN CO., KS
INSTRUMENT # 3055

41200

Donald E. Leach

Donald E. Leach, Declarant

Linda D. Leach

Linda D. Leach, Declarant

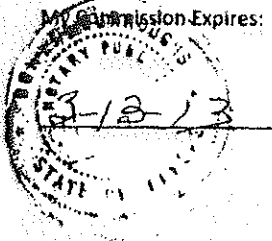
STATE OF KANSAS

COUNTY OF FRANKLIN

On this 15th day of Aug, 2012, personally appeared Donald E. Leach and Linda D. Leach, who executed the above and foregoing and who also stated that they did so as their own free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Don K Burroughs
Notary Public
Don K Burroughs



BOARD OF COUNTY COMMISSIONERS
OF
FRANKLIN COUNTY, KANSAS

RESOLUTION NO. 04- 25

A RESOLUTION ACCEPTING THE STREET AND DRAINAGE IMPROVEMENTS IN
PLAT OF GREYSTONE ESTATES

WHEREAS, the street and drainage improvements in Plat of Greystone Estates have been completed, inspected, and all obligations have been properly settled,

THEREFORE, BE IT RESOLVED
BY

THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY

That the Franklin County Board of County Commissioners, in conformity with the Subdivision Regulations of Franklin County, Kansas, and all other applicable regulations, formally accepts the street and drainage improvements in Plat of Greystone Estates located in Section 36, Township 16S, Range 20E. With this acceptance, the street and drainage improvements in Plat of Greystone Estates become the property of Franklin County, Kansas.

This resolution shall take effect and be in full force following its adoption by the governing body and publication in the official county newspaper.

Passed and approved this 8th day of September 2004.

Franklin County Board of Commissioners

John E. Taylor
John E. Taylor, Chairman

Shari Perry
Shari Perry, County Clerk

(Original compared with record)

FILED FOR RECORD
TIME 3:55 P.M.

msi. MAY 15 2008
Book 241 Page 297 ✓
REGISTER OF DEEDS, FRANKLIN CO., KS
INSTRUMENT # 2205