

ALL OF WAMSLEY HOMESTEAD ESTATES
LOTS AND BLOCKS TO
SUMNER COUNTY, KANSAS

THIS DECLARATION, executed this 12th Day of April, 1993, by the undersigned, Marie Prilliman Trust, hereinafter called Grantor.

WITNESSETH:

WHEREAS, Grantors are the owners of the real property described in Clause I of this Declaration, and/or reserved the right to impose these covenants on said real estate and are desirous to subjecting the real property described in Clause I to the conditions, covenants, restrictions and reservations hereinafter set forth, each and all of which is and are for the benefit of said property, and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

✓
~~Notarized~~
~~Witnessed~~
~~Notarized~~
~~Witnessed~~
~~Notarized~~
~~Witnessed~~
~~Notarized~~
~~Witnessed~~
~~Notarized~~
~~Witnessed~~

NOW, THEREFORE: The Grantors hereby declare that the real property described in and referred to in Clause I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

DEFINITION OF TERMS

"Residential Building Site" as well as "Building Site" shall mean any lot or two or more contiguous lots or portions thereof, or a parcel of land upon which a detached single-family dwelling may be erected in conformance with the requirements of these covenants.

"Detached Single-Family Dwelling" or Single Family Dwelling" shall mean a building and appurtenant structure thereto as defined in Clause II, Section A hereof, erected and maintained in conformance with the requirements of these covenants for private residential purposes and designed for occupancy by a single family. It shall not mean any flat, apartment, multi-family dwelling or duplex even though intended for residential purposes.

"Outbuilding" shall mean an enclosed, covered structure not directly attached to a single-family dwelling to which it is appurtenant; provided, however, outbuildings shall be limited to garages, green houses, playhouse and storage facilities.

"Improvements" shall mean and include a detached single-family dwelling as herein defined, outbuildings, fences, masonry walls, hedges, mass plantings, exterior antenna and other usual appurtenances now common to dwelling usage or common thereto during the existence of these covenants.

continued

"Front and Side Street Building Set-Back Line or Lines" shall mean the minimum distance which a detached single-family dwelling shall be set back from the front and/or side lines respectively.

"Side Building Site Line" shall mean the boundary or property line dividing two adjoining building sites.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various portions thereof set forth in the various clauses and sections of this Declaration is located in the County of Sumner, State of Kansas, and is more particularly described as follows, to-wit:

All of Wamsley Homestead Estates
Lots and Blocks being located in the
West One Half (W½) Northwest Quarter (NW¼) of
Section 22, Township 30 South, Range 3 West of
the Sixth Principal Meridian (6th P.M.),
Sumner County, Kansas. EXCEPT tract described as:
A tract of land beginning 300 feet South of the
Northwest corner of the Northwest Quarter of
Section 22, Township 30 South, Range 3 West of
the 6th P.M., Sumner County, Kansas, thence
South 275 feet, thence East 345 feet, thence
North 275 feet, thence West 345 feet to the
place of beginning.
Containing 77 acres more or less.

No property other than that described above shall be deemed subject to this Declaration; provided, however, Grantors reserve the right to subject additional contiguous real estate to these covenants to have the same force and effect as if originally included.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or improperly proportioned structures, and structures built of improper or unsuitable materials, to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites, to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide for high type and quality of improvement on said property.

continued

A. No structures shall be erected, altered, placed or permitted to remain on any building site subject to this Declaration other than one new detached single-family dwelling, for private use, a private garage, greenhouse and other outbuildings incidental to residential use of the premises.

B. These covenants shall and do hereby provide that no detached single-family dwelling or other improvements as herein defined shall be erected, placed or altered on any premises in said development until the building or other improvement plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design, including the height of such improvements, with existing structures in the development, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the Architectural Control Committee; provided, however, that the said Committee, its members, successors or assigns, shall not be liable in damages to any one so submitting plans for approval, or to any other owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans, likewise any one so submitting plans to the said Committee for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damages against the said Architectural Control Committee. In the event said Committee fails to approve or disapprove such design, height and location within thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of these covenants or without the written approval required herein and no suit to enjoin the erection, establishment or alteration of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with.

C. All detached buildings erected on any of said building sites shall be placed at least fifteen (15) feet from any side building site line.

D. No house shall be constructed upon any building site having less than fifteen hundred (1500) square feet of living area under roof on the ground level exclusive of garages, carports, overhang, basement and attached buildings; provided, however, all tri-levels shall have a minimum of two thousand (2,000) square feet of living area and all floor levels shall be counted in computing the minimum requirement. Each house constructed on any building site shall have a double-car garage, detached or attached. All houses must have a minimum of two thousand (2,000) square feet under roof, ground level, including garages.

continued

E. All houses, garage, detached or attached, or out buildings constructed upon any building site, shall have brick on all four (4) sides up to soffit on lower. Roofing materials shall consist of equal or better than Meeker # 1 medium shakes. The exterior paint or stain shall be of earthtone colors approved by Architectural Control Committee.

F. No houses or out buildings shall be constructed within one hundred, twenty (120) feet, or fencing within fifty (50) feet of East property line on Lots facing private air strip. Fencing, trees, shrubbery, or any objects shall not be higher than forty-eight (48) inches in height within one hundred (100) feet of property line.

G. Grantors, committees, and property owners are not liable to any damages caused by natural disaster aircraft, or accidents occurred in pond and/or detention pond on all subdivision.

H. 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 detached single-family dwelling or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become an annoyance or nuisance to the neighborhood, shall be carried on upon any building site or in any detached single-family dwelling or appurtenant structures erected thereon.

I. No basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

J. No used, secondhand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer be moved, placed or permitted to remain permanently upon a building site subject to these covenants. No used cars, trucks or other vehicles and/or junk of any kind shall be stored or permitted to remain on any building site or portion thereof.

K. No animals or poultry of any kind, other than house pets and belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants.

L. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of the Committee; provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements hereon, if any.

continued

M. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front and side street building set-back lines nor shall any television or radio transmission or receiving antenna project higher than ten (10) feet above the highest peak of a detached single-family dwelling except upon approval in writing by the Committee.

N. Oil drilling, oil development operations, refining, mining operation of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

O. Easements for utility installations and maintenance affecting all lots subject to these covenants are reserved as shown on the recorded plat.

P. No Building permits will be issued until appropriate sanitary sewer system is approved by county and state and the streets are approved by the County for the particular Phase in which the Building Permit is being sought.

Q. Except as provided in Section N, each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantors and upon their successors and assigns and upon each of them and all parties and persons claiming under them for a period of thirty (30) years from date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the property owners, as hereinafter defined, owning 60% of the front feet of the building sites herein subjected to this Declaration which are hereby restricted, may release all of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions at the end of this first thirty year period or any successive 25-year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the Register of Deeds of Sumner County, Kansas, at least one year prior to the expiration of this thirty (30) year period or any successive 25-year period thereafter.

For the purpose and to determine who may be the property owners as that term is used herein, they shall be any person, persons, firm, corporation or other legal entity named as Grantees in any deed to property subject to these covenants and last recorded in the Office of the Register of Deeds, Sumner County, Kansas, on any one particular date not more than two years and not less than eighteen (18) months prior to the expiration of the first 30-year period or any successive 25-year period thereafter. A recordable certificate by an abstractor, title company, or otherwise then generally legally recognized authority as to property ownership doing business in Sumner County, Kansas, as to the record ownership of the property hereby restricted and recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Kansas as

continued

generally legally recognized authority's certificate shall be deemed conclusive evidence of fee simple title ownership of property and front footage thereof so owned and hereby restricted with regards to compliance with the provisions of the section.

R. The Architectural Control Committee shall consist of three persons, whose decisions shall be final on a majority vote. The initial committee shall consist of Bob Wamsley, Tony Ternes, and Don Wamsley, Jr. If any of said persons fail to serve on said committee, the remaining committee members may appoint a successor. The term for each committee member shall be indefinite. Members of said Architectural Control Committee shall serve without compensations.

The Architectural Control Committee shall have the right to waive or allow a variance as to any of the covenants set forth herein so long as there is in its opinion substantial compliance.

S. The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said building sites, their successors and assigns, and with each of them, to conform and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land, and the Committee or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observances of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of the Committee and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter.

T. Invalidation of any one of these covenants or any part thereof by judgements or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, The undersigned have hereunto subscribed her name effective as of the day and year above written.

MARIE PRILLIMAN

Marie Prilliman

STATE OF KANSAS)
) SS
County of Sumner)

Personally appeared, Marie Prilliman, before me, a Notary Public in and for said County and state, known to me to be grantor or grantors above named, who this date, duly acknowledged execution of the same.

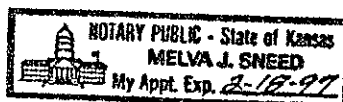
WITNESS my hand and seal this 12th Day of April, 1993.

State of Kansas, Sumner County, SS:
Filed for record on the 12th day of
May 1993 A.D. at 11:15
o'clock A. M. and recorded in Photo
Book 424 at page 637 Fees \$ 16.00

Lola Stinson
Lola Stinson, Register of Deeds

Melva J. Sneed
Notary Public

My Commission expires: 2-18-97



BOOK 424 PAGE 642

AGREEMENT FOR THE CONSTRUCTION OF
PRIVATELY FINANCED SUBURBAN ROADS

THIS AGREEMENT, made and entered into this 27th day of April, 1993,

BY AND BETWEEN

MARIE PRILLIMAN REVOCABLE TRUST, herein-
after known as

"Owner"

AND

THE BOARD OF COUNTY COMMISSIONERS OF
SUMNER COUNTY, KANSAS, hereinafter referred
to as

"County"

~~CHAIRMAN~~ ✓
~~CLERK~~ ✓
~~STREET~~ ✓
~~IN STREET~~ ✓
~~STREET~~ ✓
~~CHAIRMAN~~ ✓
~~CLERK~~ ✓

WITNESSETH:

THAT, for and in consideration of the parties' mutual promises and covenants,
it is agreed as follows:

1. The Owner agrees to build and construct streets to suburban road standards upon and across the following described real property:

WAMSLEY HOMESTEAD ESTATES,
AN ADDITION TO SUMNER COUNTY, KANSAS

subject, however, to the approval of plans and specifications therefor and subject to the County's inspection during and after construction of the improvements. It is agreed that within six (6) months following the township's acceptance of such roads, the township will install a second sand layer over said roads. The materials for such layer shall be, prior to said acceptance, purchased by the Owner and delivered to the above-described real property as directed by the County Engineer.

2. In the event labor and materials for any phase of the improvements shall exceed the sum of \$10,000.00, the Owner hereby covenants and agrees to execute and file a valid statutory bond covering said improvements. The Owner shall furnish evidence to the County that said bond is in proper form and has been filed in accordance with statute. In addition, the Owner, in securing insurance coverages for this project, shall name Sumner County, Kansas, as additional insured during the time in which the contract documents between the Owner and the contractor are in force and effect.

3. The County shall indicate its acceptance of the improvements by the issuance of a certificate of completion for the project. The Owner agrees

1.

that the County shall be under no duty or obligation to issue building permits until the promises and covenants of the Owner, as hereinabove contained, are by said Owner fulfilled in their entirety.

4. The County's acceptance of the improvements as hereinabove provided shall operate to vest in Sumner County full and complete title to the said improvements free and clear of any liens and encumbrances, and the Owner so warrants the same hereby.

5. The provisions contained herein are to be construed as covenants running with the land and until fulfilled is binding on all successors in title to the above described property.

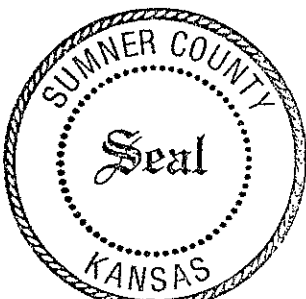
IN WITNESS WHEREOF, this Agreement is entered into the date and year first above written.

MARIE PRILLIMAN REVOCABLE TRUST

By: Marie Prilliman, Trustee
MARIE PRILLIMAN

Elmer C. Dill
ELMER C. DILL, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OF SUMNER COUNTY, KANSAS

ATTEST:



Sibyl P. Whipple
SIBYL P. WHIPPLE, County Clerk

APPROVED AS TO FORM:

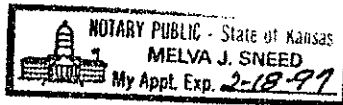
John A. Potucek II
JOHN A. POTUCEK II, County Counselor

STATE OF KANSAS)
) SS
 COUNTY OF SUMNER)

Be it remembered that on this 26th day of April, 1993, before me, a Notary Public in and for said State and County, came the Marie Prilliman Revocable Trust by Marie Prilliman, Trustee, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Melva J. Sneed, Notary Public

My Commission Expires 2-18-97



THE CONWAY TOWNSHIP TRUSTEES HAS READ AND EXCEPTS THE AGREEMENT FOR THE CONSTRUCTION OF PRIVATELY FINANCED SUBURBAN ROADS.

GREG LANGE trustee
ED WILLEMS trustee
TOM PAULY trustee

State of Kansas, Sumner County, SS:
 Filed for record on the 12th day of May, 1993 A.D. at 11:15 o'clock A M and recorded in Photo Book 424 at page 634 Fees \$10.00

Lois Stinson
 Lois Stinson, Register of Deeds

THIS AGREEMENT, made and entered into this 27th day of April

....., 1993,

BY AND BETWEEN

MARIE PRILLIMAN REVOCABLE TRUST
hereinafter known as

"Owner"

AND

THE BOARD OF COUNTY COMMISSIONERS OF
SUMNER COUNTY, KANSAS, hereinafter
referred to as

"County"

WHEREAS, the Owner is in the process of platting a subdivision to be known as WAMSLEY HOMESTEAD ESTATES, Sumner County, Kansas, and

WHEREAS, the Owner, in compliance with the regulations of the Sumner County Planning Board, desires to insure the availability of a potable domestic water supply for each platted lot in said subdivision, and

WHEREAS, the said potable domestic water supply for each residence to be constructed, may be supplied by an approved on-site water well, or by connection to an approved public water supply system.

NOW THEREFORE, in consideration of mutual promises and covenants, it is agreed as follows:

1. The Owner agrees that the terms and conditions in the contract for sale of lots within this subdivision, shall inform the original purchaser that the issuance of a building permit will be conditioned upon an approved domestic water supply.

2. Subject to the terms and conditions of the Rural Water District, the Owner agrees to construct, or to contractually provide for required extensions of Rural Water District mains to serve those lots within the subdivision which cannot be served by an approved on-site water well.

3. The County, through its Department of Planning, Zoning and Sanitation, shall issue a written acknowledgement of approved domestic water supply facilities installed for lots within the subdivision. The Owner agrees that the County shall be under no duty or obligation to issue building permits until the promises and covenants of the Owner, as hereinabove contained, are by said Owner fulfilled in their entirety.

4. The provisions contained herein are to be construed as covenants running with the land and until fulfilled is binding on all successors in title to the above described property.

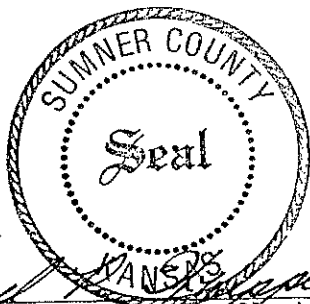
IN WITNESS WHEREOF, this Agreement is entered into the date and year first above written.

MARIE PRILLIMAN REVOCABLE TRUST

By: Marie Prilliman
Marie Prilliman, Trustee

Elmer C. Dill
Elmer C. Dill, Chairman
Board of County Commissioners
Of Sumner County, Kansas

ATTEST:



Sibyl P. Whipple
Sibyl P. Whipple, County Clerk

State of Kansas, Sumner County, SS:
Filed for record on the 12th day of
May 1993 A.D. at 11:15
o'clock A M and recorded in Photo
Book 124 at page 632 Fees \$8.00

Lois Stinson
Lois Stinson, Register of Deeds

APPROVED AS TO FORM:

John A. Potucek II
John A. Potucek II, County Counselor

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SUMNER) SS

Be it remembered that on this 26th day of April, 1993, before me, a Notary Public in and for said State and County, came the Marie Prilliman Revocable Trust by Marie Prilliman, Trustee, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Melva J. Sneed, Notary Public

My Commission Expires 2-18-97

