

RESTRICTIVE COVENANTS

WHEREAS, the undersigned are the owners of all that property legally described as, preference limitation
 Any covenant, condition, restriction in this document indicating a preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. §3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, and is exempt under 42 U.S.C. §3604, and (b) relates to a handicap, physical disability, or against handicapped persons.

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 Any covenant, condition, restriction in this document indicating a preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. §3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, and is exempt under 42 U.S.C. §3604, and (b) relates to a handicap, physical disability, or against handicapped persons.

all lots in Block One (1), except Lot One (1);
 all lots in Block Two (2); all lots in Block Three (3); all lots in Block Four (4); all lots in Block Five (5); in Paul's Valley Third Addition to the Southeast One-Quarter (SE $\frac{1}{4}$) of Section Eighteen (18), Township Twenty-Eight South (28S), Range Three East (R3E) of the 6th P.M. in Butler County, Kansas, to be known as PAUL'S VALLEY THIRD ADDITION to Butler County, Kansas.

and whereas to protect the values of the property and allow for uniformity of use, the following restrictions shall apply to all of the foregoing property, and the restrictions hereinafter set forth shall be filed with the Register of Deeds of Butler County, Kansas, and shall be applied in full to all of said property, and all deeds to any tract included with the above-described description shall be given to the provisions thereof.

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1997, at which time said covenants shall be automatically extended for a successive period of ten years unless by vote of a majority of the then owners of the tracts, it is agreed to change said covenants in whole or in part.

2. In the event of violation or attempt to violate any of the covenants herein, it shall be lawful for any person owning any real property in said tract or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or recover damages for such violations.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. All tracts shall be known as residential tracts and used for no other purposes except as herein provided.

5. No structure shall be erected, altered, placed or permitted to remain on any of the tracts other than one new, detached, single family dwelling for private use along with other outbuildings incidental to residential use of the premises and other uses permitted on the property.

6. No building shall be located on any tract nearer than 75 feet to the front lot line, nor nearer than 35 feet to the side lot line, including any corner tracts or lots, and all corner lots shall front to their largest dimension.

7. The ground floor of the main structure, exclusive of garages, open porches, or basements, if any, shall be a minimum of 1,500 square feet; tri-level or bi-level homes shall be a minimum of 1,750 square feet; one and one-half story shall have a minimum of 1,250 square feet on the ground floor with a total square footage of 1,750 square feet; and a two story structure shall have a minimum of 2,000 square feet of finished living area. All dwelling units shall have a minimum of a two-car garage.

8. It is hereby provided that no retail, wholesale, manufacturing, or repair business of any kind shall be permitted on any building site, or in any detached family dwelling, or any appurtenant structures erected thereon. PROVIDED, however, that a home occupation may be carried on if the same is carried on within the confines of an enclosed building. No activity which may be or become an annoyance or a nuisance to the neighborhood shall be carried on in any building, tract, or any appurtenant structures erected thereon.

9. No basement, tent, shack, garage, barn, trailer, or other outbuilding erected in the tract shall at any time be used for human habitation temporarily or permanently, or shall any structure of a temporary character be used for human habitation.

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 Amendment to Restrictive Covenants Recorded Book 389 Page 207

Continued:

10. No used, second-hand, 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 upon a building site subjected to these covenants.

11. LIVESTOCK: Be it resolved that no livestock of any kind whatsoever, other than horses or ponies, will be permitted to be retained on said premises, EXCEPT it will be permissible to retain up to three full-grown horses or ponies PROVIDED that said tract is kept clean and tidy at all times.

Be it further resolved that all horses or ponies shall be enclosed by a fence containing at least five wires or its equivalent, and all such fences are to be installed by using steel posts to create a uniformity in appearance.

Be it further resolved and agreed that no fence of any kind whatsoever will be erected beyond the 75 foot building setback allowance. (front setback only).

12. There shall be no building on any of the tracts in said addition covered with asbestos siding. No automobiles, tractors, or other automotive contrivances that are not in working order shall be allowed on the property, and all property shall be free of weeds and other trash and shall be kept in an orderly way. All motor equipment shall not be stored in the open on any of said tracts.

13. Easements affecting all lots are reserved as shown on recorded plat for public utility installation and maintenance and for drainage purposes. All electric and natural gas utility lines shall be installed at the sole expense of such person, or persons, or corporations improving such lot or lots and if it be installed below grade level a minimum of 24 inches and no digging, grading or construction shall be done so as to interfere with such underground utilities or shall any improvements be placed upon any of the easements so as to interfere with the maintenance and construction of such public utilities.

14. Only standard television and radio antenna will be allowed.

15. Grantors agree that they will not locate any building, haystack, straw stack, trees, structures, or any combustible material near enough to said poles, wires and fixtures to endanger the same or interfere with utility easements.

16. CONSTRUCTION TIME ALLOWED: Be it resolved that upon commencing the construction of any building, buildings, fences, etc. of any type on the said premises, then said construction is to be fully completed on or before the 270th working day after the start of construction.

17. For disposal of waste materials, there will be only septic systems and no lagoons.

In the event of circumstances beyond the control of the party doing the construction prohibits said construction to be completed within the allotted time, then the matter will be submitted to arbitration before the other property owners and the offending party hereby agrees to abide by the findings and recommendation of said arbitration, or become liable for damages which may be assessed by court action.

DATED this 7th day of May, 1977.

STATE OF KANSAS, BUTLER COUNTY, SS

This instrument was filed for record on the 3rd day of May, 1977 at 2:00 o'clock P. M and duly recorded in book 325 page 38 Dixie Rose REGISTER OF DEEDS

Dixie Rose
By _____ Deputy
Executed, subscribed and sworn to before me this 7th day of May, 1977.

Paul H. Wedin
(PAUL H. WEDIN)

Lucretia Wedin
(LUCRETIA WEDIN)

James E. Jordan
James E. Jordan Notary Public

My Commission expires September 23, 1979.

JAMES E. JORDAN
NOTARY PUBLIC
Bedgwick County, Kansas
My Appointment Exp. 9-23-79

ccn: Jim Jordan (4) fee \$6.00
Real Estate Mart
1550 S. Broadway
Wichita, KS

LUMPED _____
NUMERICAL _____
DIRECT _____
INDIRECT _____
REGISTRATION _____

AMENDMENT TO RESTRICTIVE COVENANTS

Any covenant imposing a restriction in document indicating a preference, limitation or discrimination based on race, sex, handicap, familial status or national origin is void as provided in 42 U.S.C. §3604. This is not in violation of state or federal law. (b) is exempt under 42 U.S.C. §3604(c) relates to a handicap. This does not discriminate against handicapped people.

WHEREAS, the undersigned constitute a majority of the sex, handicap, familial status or national origin located in Paul's Valley Third Addition (SE/4) of Section 18, Township 28 South, Range 3 East of the 6th P.M., Butler County, Kansas; and WHEREAS, the said Paul's Valley Third Addition is subject to certain Restrictive Covenants executed on the 3rd day of May, 1977, and recorded in Misc. Book 325 at Page 38, in the office of the Register of Deeds of Butler County, Kansas; and

WHEREAS, said Restrictive Covenants provide for the change and amendment thereof; and

WHEREAS, item 4 of said Covenants restricts the use of said property to residential tracts; and

WHEREAS, item 5 of said Covenants restricts the use of said property to single family dwelling for private use; and

WHEREAS, item 8 prohibits and restricts the use of said property; and

WHEREAS, the undersigned desire to change and amend said Restrictive Covenants insofar as the same apply and attach to Lots 4 and 6 in Block 2 of said Paul's Valley Third Addition to Butler County, Kansas,

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the mutual covenants herein contained and of the premises, the undersigned do hereby change and amend the Restrictive Covenants of Paul's Valley Third Addition to the Southeast Quarter (SE/4) of Section 18, Township 28 South, Range 3 East, Butler County, Kansas, insofar as said Restrictive Covenants apply and attach to Lots 4 and 6 in Block 2 of said Paul's Valley Third Addition; and that Restrictive Covenants permit, allow and authorize the exception to said lots to be as follows, to-wit:

Lot 4, Block 2 of said Paul's Valley Third Addition to Butler County, Kansas shall be restricted to the construction of multiple family dwellings; and

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Lot 6, Block 2 of said Paul's Valley Third Addition to Butler County, Kansas shall be restricted to the construction of multiple family dwellings or office buildings.

The Restrictive Covenants heretofore described and filed in Misc. Book 325 at Page 38 in the office of the Register of Deeds of Butler County, Kansas, shall in no other way be altered or amended.

Executed this 7th day of May, 1979.

STATE OF KANSAS)
BUTLER COUNTY) SS
Recorded at 8:30 A. M.

MAY 21 1979

Book 339 Page 207
Dixie Pose
Dixie Pose, Register of Deeds

By FEE-\$6.00 Deputy

Paul H. Wedin
PAUL H. WEDIN

Lucretta Wedin
LUCRETTE WEDIN

Bernie Tate Witt III
BERNIE TATE WITT III

Cheryl Kay Witt
CHERYL KAY WITT

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 7th day of May, 1979, personally appeared Paul H. Wedin and Lucretta Wedin, husband and wife, and Bernie Tate Witt III and Cheryl Kay Witt, husband and wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

JAMES E. JORDAN
NOTARY PUBLIC
Sedgwick County, Kansas
My Appointment Exp. 9-23-79

James E. Jordan
James E. Jordan, Notary Public

My Appointment Expires: September 23, 1979

RTN-Real Estate Mart
1550 S. Broadway
Wichita, KS 67211