

ORIGINAL COMPARED WITH RECORD

\$ 10.⁰⁰

RESERVATIONS, RESTRICTIONS AND COVENANTS

STATE OF KANSAS }
MONTGOMERY COUNTY, } SS

OF

This instrument was filed for record on
the 25 day of Aug. A.D. 19 76 at
2:00 o'clock P. M. and duly recorded
in book 46 of Misc. page 118

PLAT OF SOUTHERN HILL ESTATES

A SUBDIVISION OF PART OF SECTION TEN

TOWNSHIP THIRTY-FIVE, RANGE SIXTEEN

By NORA STRIMBERGER Deputy

MONTGOMERY COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That the L & D INVESTMENT, INC.,
& Donald D. Oneslager & Carol J. Oneslager, husband & wife, hereinafter
referred to as owners
a corporation, hereinafter referred to as the Corporation, have caused to

be subdivided, surveyed, and platted the lands hereinafter described under
the name of SOUTHERN HILL ESTATES and have caused the same to be subdivided
into lots, blocks, streets, avenues, drives and public ways and do
hereby dedicate the streets, avenues, drives and public ways as shown on
the accompanying plat to the public which plat by reference is made a
part hereof.

and owners

The said Corporation/declare the aforesaid land shown on said
plat above referred to and all lots therein are held and shall be conveyed
subject to the reservations, restrictions, and covenants herein set forth,
which shall run with the land and shall be binding on the said Corporation,
and the owners, their heirs and assigns,
its successors and assigns/until January 1, 2000, at which time the
covenants shall be automatically extended for a period of ten years each
unless by a vote of the majority of the then owners of the lots it is then
agreed to change the covenants in whole or in part.

All the lots and blocks shown on the accompanying plat shall be
held and conveyed subject to the following reservations, restrictions, and
covenants, to-wit: no business or commercial enterprise of any kind may
be conducted from, within, or on any lot in subdivision area and violation
or attempt to violate this restriction shall be construed as breach of
these restrictions.

No structure shall be erected, altered, placed or permitted to
remain on any lot other than a detached single family dwelling, not to
exceed two stories high in height, and a private garage or carport for not
more than three cars.

ARCHITECTURAL CONTROL: No building shall be erected, 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 quality of workmanship and materials, harmony of external design with existing structures, location on the lot (and with respect to topography) and finished grade elevation. The committee shall approve the location of all buildings to be erected upon corner lots. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum set back line, unless similarly approved.

PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve, or disapprove, within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

MEMBERSHIP: The architectural control committee is composed of Darrell Little, 104 Wilshire, Coffeyville, Kansas; Lloyd George, 3302 West 4th, Coffeyville, Kansas; and/or first two homeowners or otherwise appointed by the architectural committee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives will be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of lots will have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committees, or to restore it to its powers and duties.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7,200 square feet or a width of less than 50 feet at the front building set back line and not more than one

residence shall be constructed on any one lot; however, one building or residence may be erected on two lots.

No residential structure shall be erected or placed on any building plot closer to the street than the set back lines as shown on plat.

No building shall be located nearer than ten feet to an interior side lot line. No dwelling shall be located on any interior line nearer than twenty-five feet to the rear lot line. For the purposes of this covenant eaves, steps, and open porches shall not be considered as a part of the building, provided; however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another owner's lot, but nothing herein shall prevent a house being built on more than one lot.

No trailer, basement, tent, shack, garage, or other out buildings erected in this addition shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The parking of semi-trailers, truck trailers, house trailers or commercial trucks is prohibited on any lot in this addition or on any streets of this addition, except for business purposes in connection with serving the residents or owners of property in this area.

All buildings must be constructed on the premises and not be moved thereon from some other location. All residential dwellings constructed in the addition shall have a ground area of thirteen hundred square feet or more, exclusive of attached garage or carports, and each residential dwelling constructed in the addition shall have at least a garage or carport attached to dwelling and shall have a building set back of thirty feet from the front line from street or cul de sac and a set back of at least thirty feet from any side street including cul de sac outside the lot line. All other permanent building shall be approved by the building committee.

No signs, billboards, or other structures shall be permitted on any property within said addition except when approved by the architectural control committee.

No obnoxious or offensive trade or activity shall be carried on upon any property within said addition nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No provision shall be made for the housing of swine or poultry. Horses and cows only will be permitted on lots of three acres or more.

. Recreational vehicles that are self-propelled, or recreational vehicles of such size that can be towed behind an automobile, such as campers, and boats are permitted, provided, they are stored in the garage with doors closed, or parked in space to be provided in the rear or side of the house, but such recreational equipment is not to be permanently parked on the street or cul de sac.

For easements refer to plat. No fences, incinerators, plantings or other structures or obstructions will be permitted on or in or to obstruct said easement.

Reservations, restrictions, covenants, herein set forth shall run with the land and bind the present owner, its successors and assigns and all parties claiming by, through or under them; and all parties owning or claiming to own said land shall hold the same subject to said reservations, restrictions, and covenants as set out above, and all parties agree to conform to and observe said reservations, restrictions, and covenants, as to the use of said lots and the construction of improvements thereon; but no restrictions hereto set forth shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during its, his or their ownership of or holding title to said land. The owner or owners of any of the land in this Addition shall have the right to sue for, and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observation of the restrictions set forth above, and in addition thereto, to recover damages that may be sustained. Failure of the owner or owners of any other lot or lots to enforce reservations herein set forth, at the time of its violation, shall in no event be deemed to be a waiver to do so thereafter. The violation

of any restriction herein set out shall be deemed to be continuing violation as to a right of action or suit to eliminate said violation during the term of these restrictions.

The reservations, restrictions, and covenants, herein set out are severable and, if any part thereof shall be held invalid by any court, the same shall not affect the validity of any remaining portion of provision hereof, and the same shall remain in full force and effect.


DATED AND SIGNED at Coffeyville, Kansas, this 25th day of August, 1978.


L & D INVESTMENT, INC.

ATTEST:


President, Darrell Little


Vice-President/Treasurer, Lloyd George


Donald D. Oneslager


Carol J. Oneslager

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
MONTGOMERY COUNTY }

BE IT REMEMBERED, That on this 25th day of August, 1978, before me, the undersigned, a notary Public, in and for the County and State aforesaid, came Darrell Little, President of L & D Investment Inc., and Lloyd George, Vice President//Tres. of said corporation is duly organized, incorporated and existing under and by virtue of the laws of Kansas, who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Carol B. George
Notary Public Carol B. George

My Commission Expires:

August 25, 1980



INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS |
MONTGOMERY COUNTY | SS

BE IT REMEMBERED, That on this 25th day of August, 1978, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donald D. Oneslager and Carol J. Oneslager, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Jim A. Marshall
Notary Public Jim A. Marshall
JIM A. MARSHALL
NOTARY
PUBLIC
Montgomery County, Kansas

My commission expires:
June 18, 1982