

DECLARATION OF COVENANTS AND RESTRICTIONS OF
DIAMOND ROAD ESTATES ADDITION TO BUTLER COUNTY, KANSAS

THIS DECLARATION, Made effective as of April 26, 1999, by the undersigned, Lewis Simmons Co., Inc. by its President, the owners of all real estate covered hereby.

WITNESSETH:

WHEREAS, Grantor is the owner of the real property described in Clause I of this Declaration and is desirous of 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 ensure to the benefit 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.

CLAUSE I

DEFINITION OF TERMS

"Outbuilding" shall mean an enclosed, covered structure not directly attached to a single-family dwelling to which it is appurtenant. It shall include but not be limited to barns and greenhouses.

"Grantor" shall mean Lewis Simmons Co., Inc. and its successors and assigns.

"Owners" shall mean the legal owner, or installment contract purchaser, whether or not ownership is recorded to any tract in said development.

"Improvements" shall mean and include a detached single-family dwelling as herein defined, outbuildings, fences, masonry walls, hedges and mass plantings.

"Building site" shall mean the original tract conveyed by Grantor provided however the conveyance of more than one such tract does not merge all such tracts into one building site. Each building site is in no event less than thirteen (13) acres.

"Side-buildings site line" shall mean the boundary or property line dividing two adjoining building sites.

"Detached single-family dwelling" shall mean a building and appurtenant thereto as defined elsewhere herein, 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.

PROPERTY SUBJECT TO THIS DECLARATION

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

The Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Twenty-nine (29), Township Twenty-seven (27) South, Range Four (4) East, known as Diamond Road Estates.

M COMP
A NUM
J CMP
K SHOW

CLAUSE II

GENERAL PURPOSE OF CONDITIONS

The real property described in Clause I hereof is subject to the conditions, covenants, restrictions and reservations hereby declared to insure the best use and the most appropriate 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 thereof of poorly designed or improper proportioned structures 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 property set-backs from street, and adequate free spaces between structures; and in general to provide for a high type and quality of improvement on said property.

A. No structures shall be erected, altered, placed or permitted on any building site subject to this Declaration other than one new detached single-family dwelling, for private use, an attached or detached private garage, cooling tower or towers, evaporative cooler or coolers, barns for permitted livestock and other outbuildings incidental to residential use of the premises. The exterior for livestock buildings must be finished with paint or other decorative materials at the time of erection and all such work must be completed within one hundred eighty days after commencement. Any such building must be constructed in a workman like manner.

It is expected that each owner will do a reasonable amount of landscaping and in any event must seed the yard. It is required that owners keep all grass and seeds mowed and trimmed in a neat presentable manner.

B. All detached garages, outbuildings and greenhouses, erected on any of said building sites, must be located at the rear or back side of the house and shall be placed not less than fifty (50) feet from the side building site line and fifty (50) feet from the rear lot line.

C. 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 single-family dwelling or appurtenance erected thereon, even though this does not include the employment of services. No activity which may be or become 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.

D. No tent, 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. All conventional houses must be constructed in a workman like manner and completely finished outside within 12 months after construction commences.

E. No used, secondhand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole. It is specifically forbidden to place a manufactured mobile-modular type home upon said land. No building of any kind shall be permitted to be built out of cement blocks or cinder blocks.

F. Horses, mules, donkeys, burros, cattle and sheep are hereby defined as livestock. Livestock may be kept on a building site at the following ratio:

On any tract not less than 13 acres nor more than 14 acres - 5 head permitted; thereafter one head for each additional two and one-half acres up to and including 40 acres but in no event shall more livestock be permitted than is shown in the following example.

For example:

13-14 acres	5 head
26-28 acres	10 head
40 acres	15 head

Colts, calves and lambs born to the above are exempt from the formula. From birth to the age of 12 months at which time they shall be included in the total number of herd permitted for the tract. All livestock must be maintained in a sanitary condition at all times and properly cared with water available at all times and an adequate food supply. Commercial livestock operations of any type are prohibited as is the keeping of pigs, hogs, or goats. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No livestock shall be placed on any tract until such tract is properly fenced.

G. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any of the subject property, unless a written lease permitting the same is executed by all the owners of all the land included within Diamond Road Estates addition.

H. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted; provided however, that permission is hereby granted for the erection and maintenance of not more than one sign board on each building site, used for the sole exclusive purpose for advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

I. Every residence must contain not less than twelve hundred (1200) square feet of ground floor living area under roof excluding basement area, garages and porches, unless a residence is a full two-story, then a minimum of fifteen hundred (1500) square feet of living area must be provided. All building plans must be approved by the Review Committee which will be made up of the grantor and the land owners within Diamond Road Estates.

J. The exterior finish of all residences must be completed within one year from the date construction commences. All residences must be connected to county approved septic or other satisfactory sewer system prior to occupancy. Asphalt products may be used for roofing but shall not be used on exterior walls on any building. No building shall have a completely flat roof. Solar connectors and dish antennas must be to the side or back of the house or principal dwelling unless they are mounted on the roof.

K. Owners of buildings in said development shall keep the same painted, repaired and properly maintained and will not permit the accumulation of junk anywhere on the premises. All buildings shall be arranged in a neat fashion so as to enhance the appearance of the development. No cars, car bodies or chassis, either junk or operational, shall be stored on said tracts unless in daily use with current license tags and title in possession of owner. Outside storage of any building material is expressly prohibited except for new building material which may be necessary for construction which may be stored thirty (30) days after such construction is completed. All trash containers must be kept at the rear of residential improvements and must be screened from public view.

L. All fencing shall be placed in a workmanlike manner with proper corner post supports supplied to prevent sagging or fences losing their alignment.

M. The Review Committee shall be made up of the grantor and all of the owners of the property within the development. The members shall serve so long as they have ownership of land within the subdivision except that the grantor shall serve until a single family dwelling is erected on every building site. The Review Committee shall review all building plans to determine if they comply with these covenants. No construction shall start prior to approval of the review

committee. Approval of the building plans shall be deemed to have been granted when obtained in writing and signed by the grantor or at least one other land owner in the Diamond Road Estates Addition. The committee shall also have the authority to interpret the covenants in the event a lot owner requests an interpretation.

N. Each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantor and upon his successors and assigns and upon each of them and all parties claiming under them for a period of ten (10) years from the date hereof, and automatically shall be continued thereafter for successive periods of five(5) years each; provided however, after said initial ten year period two-thirds of the record property owners, as hereinafter defined, owners of the building sites herein subject to this Declaration which are hereby restricted, may release all of the land so restricted from any one or more of the said restrictions or may change or may modify any one or more of the said restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Register of Deeds of Butler County, Kansas.

O. 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, the successors and assigns, and with each of them to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restriction herein set forth, shall be personally binding on any person or persons, except in respect to breaches committed during its, his or their owning said land, and the owner or owners of any of the above land at its option 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 set forth above, in addition to ordinary legal action for damages.

P. Invalidity of any one of these covenants of any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

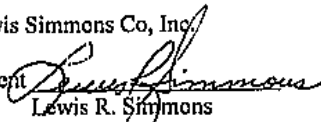
Q. Completion of any construction on any detached single-family dwelling must be within twelve (12) months after construction starts and this includes final finishing work such as painting.

R. All detached single-family dwellings shall be set back from the front lot line at least one hundred twenty five (125) feet and fifty (50) feet from the side building site line.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed its names this 26th day of April 1999.

Lewis Simmons Co, Inc.

By its President


Lewis R. Simmons

ACKNOWLEDGMENT

STATE OF KANSAS, BUTLER COUNTY, ss.

BE IT REMEMBERED, That on this 26th day of April A.D. 1999 before me, the undersigned, a Notary in and for the County and State aforesaid came Lewis R. Simmons President of Lewis Simmons Co., Inc., a corporation duly organized, incorporated and existing under and virtue of the laws of Kansas, who personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person 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 official seal the day and year last above mentioned.



[Signature] Notary Public

Term expires 8-6-01

St. of Kansas - Butler Co. SS
Recorded May 24, 1999
At 2:00 P.M. #6212
Book 900 Page 240
Fees \$14.00 (5)
[Signature]
Marcia McCoy - Register of Deeds

RTN: Lewis Simmons
P.O. Box 99
Augusta, KS 67010