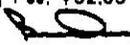




Sedgwick County  
Register of Deeds - Bill Meek  
DOC.#/FLM-PG: 29290535  
Receipt #: 1816297  
Pages Recorded: 12  
Cashier Initials: KL  
Recording Fee: \$52.00  
Authorized By 

Date Recorded: 5/14/2012 9:04:44 AM



**FIRST AMENDED & RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE ROCKWOOD ADDITIONS  
FIRST, SECOND, THIRD, FOURTH, FIFTH & SIXTH  
ADDITIONS  
(TOGETHER, THE "ROCKWOOD ADDITIONS")**

**April 30, 2012**

THIS FIRST AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ROCKWOOD ADDITIONS ("Declaration") is made this 30<sup>th</sup> day of April, 2012, by Rockwood Homes Association, Inc. (hereinafter referred to as "Association"), a Kansas not for profit corporation, for itself and its successors, grantees and assigns.

## 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 this Declaration.

"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 this Declaration 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.

"Corporation" or Association shall mean Rockwood Homes Association, Inc., its successors and assigns.

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

"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 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 Sedgwick, State of Kansas, and is more particularly described as follows, to-wit:

**Lots 1 to 26, both inclusive, Block 1**  
**Lots 1 to 15, both inclusive, Block 2**  
**Lots 1 to 28, both inclusive, Block 3**  
**Lots 1 to 5, both inclusive, Block 4**

**in  
Rockwood First Addition**

**Lots 1 to 10, both inclusive, Block 1 and  
Lots 12 to 18, both inclusive, Block 1  
Lots 1 to 6, both inclusive, Block 2**

**in  
Rockwood Second Addition**

**Lots 1 to 11, both inclusive, Block 1  
Lots 1 to 29, both inclusive, Block 2  
Lots 1 to 7, both inclusive, Block 3**

**in  
Rockwood Third Addition**

**Lots 1 to 8, both inclusive, Block 1  
Lots 1 to 32, both inclusive, Block 2  
Lots 1 to 6, both inclusive, Block 3  
Lots 1 to 9, both inclusive, Block 4**

**in  
Rockwood Fourth Addition**

**Lots 1 to 21, both inclusive, Block 1  
Lots 1 to 12, both inclusive, Block 2  
Lots 1 to 5, both inclusive, Block 3**

**in  
Rockwood Fifth Addition**

**Lots 1 to 13, both inclusive, Block 1  
Lots 1 to 17, both inclusive, Block 2  
Lots 1 to 9, both inclusive, Block 3  
Lots 1 to 3, both inclusive, Block 4 and  
Lots 5 to 12, both inclusive, Block 4**

**in  
Rockwood Sixth Addition**

Rockwood First, Second, Third, Fourth, Fifth, and Sixth, Additions to Wichita, Sedgwick County, Kansas, plat of which is of record in the Office of the Registrar of Deeds of Sedgwick County, Kansas, such real property being hereinafter referred to as the "Rockwood Residential Area".

No property other than that described above shall be deemed subject to this Declaration.

## 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 practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or proportionate 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 a high type and quality of improvement in said property.

- 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, cooling tower or towers, evaporative cooler or coolers, guest house, servants quarters and other outbuildings incidental to residential use of the premises, provided, however, that the Association may plant, construct or install entrance treatment, a decorative fence, and/or screen landscaping of Association's choice, type and design on the easement on Lots 1, 23, 24, 25, 26, in Block 1 of Rockwood First Addition; and Lots 1 through 5, in Block 1 of Rockwood Second Addition adjacent to Central Avenue, Lots 1 through 9, in Block 4 of Rockwood Fourth Addition; Lots 1 through 5, in Block 3 of Rockwood Fifth Addition adjacent to Douglas Avenue, Lots 1 through 4, and 12 in Block 4 and Lots 7, 8 and 9 in Block 3 of Rockwood Sixth Addition adjacent to Rock Road; said entrance treatment, decorative fence and/or screen landscaping to be located outside of the building set-back lines and confined to the property line of the lots or Building Sites which are common to Central Avenue, Douglas Avenue or Rock Road. No ingress or egress shall be permitted to vehicular traffic from lots adjacent to Central Avenue in Blocks 1 of the Rockwood First and Second Additions; adjacent to Douglas Avenue in Block 4 of Rockwood Fourth Addition and Block 3 of the Rockwood Fifth Addition, or adjacent to Rock Road in Blocks 3 and 4 of the Rockwood Sixth Addition.
- B. For the purposes of this Declaration, Building Sites, or part or parts thereof, included in the description by lot number and block designation as set forth in Clause I hereof, shall be deemed to front on the streets designated as follows and shall have a thirty (30) foot minimum building setback line except corner lots which will have a thirty (30) foot minimum setback line and a fifteen (15) foot side yard building setback line:

**Lots 1 to 12, both inclusive, Block 1 on Armour Avenue**  
**Lots 13 to 22, both inclusive, Block 1 on Rutland Road**  
**Lots 23 to 26, both inclusive, Block 1 on Plaza Lane**  
**Lots 1 to 7, both inclusive, Block 2 on Plaza Lane**

**Lots 8 to 15, both inclusive, Block 2 on Tanglewood Lane  
Lots 1 to 6, both inclusive, Block 3 on Rutland Road  
Lots 7 to 16, both inclusive, Block 3 on Rockwood Road  
Lots 17 to 21, both inclusive, Block 3 on Tanglewood Lane  
Lots 22 to 28, both inclusive, Block 3 on Tanglewood Court  
Lots 1 to 5, both inclusive, Block 4 on Rockwood Road  
in  
Rockwood First Addition**

**Lots 1 to 10, both inclusive, Block 1 on Plaza Lane  
Lots 12 to 18, both inclusive, Block 1 on Rockwood Road  
Lots 1 to 6, both inclusive, Block 2 on Norfolk Drive  
in  
Rockwood Second Addition**

**Lots 1 to 11, both inclusive, Block 1 on Armour Drive  
Lots 1 to 13, both inclusive, Block 2 on Armour Drive  
Lot 14, Block 2 on either Armour Drive or Huntington  
Lot 15, Block 2 on Huntington  
Lot 16, Block 2 on either Huntington or Rutland Road  
Lots 17 to 29, both inclusive, Block 2 on Rutland Drive  
Lots 1 to 7, both inclusive, Block 3 on Norfolk Drive  
in  
Rockwood Third Addition**

**Lots 1 to 8, both inclusive, Block 1 on Pagent Lane  
Lots 1 to 6, both inclusive, Block 2 on Rutland Road  
Lots 7 to 13, both inclusive, Block 2 on Pagent Lane  
Lots 14 to 21, both inclusive, Block 2 on Postoak Road  
Lots 24 to 32, both inclusive, Block 2 on Brendonwood Court  
Lots 1 to 6, both inclusive, Block 3 on Brendonwood Court  
Lots 1 to 9, both inclusive, Block 4 on Huntington Avenue  
in  
Rockwood Fourth Addition**

**Lots 1 to 10, both inclusive, Block 1 on Postoak Road  
Lots 11 to 21, both inclusive, Block 1 on Penrose Drive  
Lots 1 to 12, both inclusive, Block 2 on Penrose Drive  
Lots 1 to 5, both inclusive, Block 3 on Huntington Avenue  
in  
Rockwood Fifth Addition**

**Lots 1 to 13, both inclusive, Block 1 on Burr Oak Road  
Lots 11, 12, 17, Block 2 on Burr Oak Road  
Lots 13 and 16, Block 2 on Burr Oak Road or Burr Oak Court  
Lots 14 and 15, Block 2 on Burr Oak Court**

**Lot 1, Block 2 on either Burr Oak Road or Pagent Lane  
Lots 2 to 7, both inclusive, Block 2 on Pagent Lane  
Lots 8 and 9, Block 2 on Live Oak Lane  
Lot 10, Block 2 on Live Oak Lane facing East or South  
Lots 1 to 9, both inclusive, Block 3 on Pagent Lane  
Lots 1, 2, 3, 5 and 6, Block 4 on Live Oak Lane  
Lot 7, Block 4 on either Live Oak Lane or Burr Oak Road  
Lots 8 to 12, both inclusive, Block 4 on Burr Oak Road  
in  
Rockwood Sixth Addition**

Provided, however, that with respect to corner Building Sites or corner lots as platted, having both front and side street set-back line of thirty (30) feet or more, the detached single-family dwelling may be so located on the Building Site as to present a front appearance on both streets or may be placed diagonally on such Building Site.

For the purposes of this Declaration the above designated streets shall be considered as front streets and all other streets contiguous to any of the real property described in Clause I hereof shall be considered as side streets.

- C. In lieu of restrictions heretofore commonly used governing minimum cost or square foot area of dwellings, both of which have proven most inadequate in protecting existing or future property owners because of the fluctuating value of the dollar and changing designs, customs and trends in home building, this Declaration shall and does 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 property owner has secured all necessary building permits required by the City of Wichita and/or Sedgwick County and 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 Board of Directors of the Association; provided, however, that the Board of Directors of the Association, its 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 anyone so submitting plans to the Board of Directors of the Association 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 Board of Directors of the Association. In the event the property owner has secured all necessary building permits required by the City of Wichita and/or Sedgwick County and the Board of Directors of the Association 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 with all necessary building permits required by the City of Wichita and/or Sedgwick County but otherwise in violation of the terms and conditions of this Section C or without the written approval required in Sections D and K hereof 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. The Association hereby waives any right to file suit to seek a court order for removal of any such Improvements completed prior to October 31, 2009, or other legal or equitable relief, provided, this waiver shall not preclude another property owner or owners from filing such suit.

- D. No part of any detached single-family dwelling shall be less than seven and one-half (7 ½) feet from any side Building Site line. The main body of any detached single-family dwelling, including attached garages, breeze-ways, attached greenhouses, wells and porches, enclosed or unenclosed, erected or maintained on any Building Site, shall not occupy more than eighty-five percent (85%) of the width of the respective Building Site on which it is erected, measured in each case on the front street building set-back line, except with the written approval of the Board of Directors of the Association, but in each such case such detached single-family dwelling shall still be located at least seven and one-half (7 ½) feet from the side Building Site line or lines and within the side street building set-back line if contiguous to a side street.

All detached garages, outbuildings and greenhouses, erected on any of said Building Sites, if located in the rear yard, shall, be placed at least four (4) feet from the side Building Site line.

- E. No detached single-family dwelling shall be erected, placed or maintained on any Building Site which has a width at the front street property line of less than seventy-five (75) feet if contiguous to a front street only or less than ninety (90) feet if contiguous to both a front street and a side street; provided, however, that the construction of a detached single-family dwelling on any lot as platted in Rockwood First, Second, Third, Fourth, Fifth, and Sixth Additions, Additions to Wichita, Kansas, shall be deemed as fully complying with this section.
- F. 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 any annoyance or nuisance to the neighborhood, shall be carried on upon any Building Site or in any detached single-family dwelling or appurtenant structure erected thereon.

G. No basement, tent, shack, garage, barn or other outbuilding other than guest houses or servant quarters erected on a Building Site covered by this Declaration 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. 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 upon a Building Site subjected to this Declaration. No above ground or above grade swimming pools shall be permitted upon a Building Site subjected to this Declaration.

H. All Building Sites shall be subject to the following restrictions:

- 1) Homes and landscaping shall be maintained in sound condition and good repair, and to a level appropriate to the neighborhood, without constituting a nuisance or eyesore. Maintenance shall include mowing, trimming, weeding, leaf removal, resetting plants to proper grades and upright position, fertilizing, pruning, disease and insect control and other necessary operations. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months;
- 2) Roofs must be maintained and replaced when necessary (minimum requirement thirty (30) year roof; one hundred ten (110) mph wind rating), and be of such a color as not to be considered out of character for the neighborhood;
- 3) All exterior paint and/or windows shall be maintained and free of peeling, rust or debris and of such a color as not to be considered out of character for the neighborhood;
- 4) Trash cans shall be stored in the backyard or hidden by a fence, and shall not be seen from the street. Trash cans shall be stored in a timely manner after trash pick up;
- 5) Ninety percent (90%) of unpaved front yard shall be covered with grass, shrubs or ground cover (not weeds);
- 6) Grass shall be mowed to a height not greater than six inches (6") and trimmed on all curbs, driveways, gardens, houses or any other such abutment;
- 7) Trees, including such trees that may exist on Building Site easements, shall be maintained (trimmed of large or excessive dead limbs and free of pests);
- 8) Leaves, dirt or other debris shall not be raked or swept into gutters or drainage areas along any street without removing the same immediately;
- 9) Front yard gardens shall be limited to no more than twenty percent (20%) of the front yard space;
- 10) No fence over six and one-half (6 ½) feet may be constructed without the consent in writing of the Board of Directors of the Association. Fences shall

be maintained in good repair and if visible from the street shall be constructed of wood or iron; and

11) No vehicle shall be parked on the unpaved portion of a Building Site and no trailer, motor home, recreational vehicle, or boat shall be parked on a Building Site for more than seventy-two (72) hours. No large commercial vehicle, or inoperable, wrecked or dismantled vehicle shall be parked on the street or visible on a Building Site.

- I. No animals or poultry of any kind, other than house pets belonging to the household of the premises and not maintained for any commercial purpose, shall be raised, kept, bred or maintained on any part of the real property subject to this Declaration.
- J. 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 Board of Directors of the Association, provided, however, that permission is hereby granted for the erection and maintenance of political signs (during a reasonable time period before and after the election) and not more than one signboard on each Building Site as sold and conveyed, 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 thereon, if any.
- K. No Fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front and side street building set-back line established herein nor shall any antenna project higher than the highest peak of a detached single-family dwelling except for a television or small twelve inch (12") satellite television receiving dish upon approval in writing by the Board of Directors of the Association.
- L. Oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any or the Building Sites subject to this Declaration, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Building Sites covered by this Declaration. Fuel oil storage tanks as a part of the heating equipment of a detached single-family dwelling shall be permitted only if located underground.
- M. Easements for utility installations and maintenance affecting all lots subject to this Declaration are reserved as shown on the recorded plat of Rockwood First, Second, Third, Fourth, Fifth, and Sixth Additions, Additions to Wichita, Kansas, Sedgwick County, Kansas, hereinbefore described and referred to.
- N. The conditions, covenants, restrictions, and reservations set forth herein shall continue for a period of thirty (30) years from April 30, 2012, and automatically shall be continued thereafter for successive period of twenty-five (25) years each; provided, however, that the property owners, as hereinafter defined, owning sixty percent (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 the 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 twenty-five (25) year period thereafter, 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 Sedgwick County, Kansas, at least one (1) year prior to the expiration of this thirty (30) year period or of any successive twenty-five (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 this Declaration and on record in the Office of the Register of Deeds, Sedgwick County, Kansas, on any one particular date not more than two (2) years and not less than eighteen (18) months prior to the expiration of the first thirty (30) year period or any successive twenty-five (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 Sedgwick County, Kansas, as to the record ownership of the property hereby restricted and a recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Kansas as to the front footage owned by the record owners as shown by said abstractors or title companies or otherwise then 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 this section.

- O. Rock Road Improvement, Inc. caused to be formed, a nonprofit corporation, the Association, for the purpose of exercising the powers and functions set forth in this Declaration; such powers and functions require but not limited to, the maintenance of, planting or landscaping on any community area, on parking, on reserves, on recreational areas and drainage right of way, if required, and decorative treatment of entrance ways and other areas which lend themselves to such treatment.

The acquisition of a Building Site in Rockwood Residential Area automatically carries with it a membership in the Association, with the liabilities and benefits of such membership. Each such residential site will be assessed an amount of \$190.00 per year by the Board of Directors of the Association. Any increase in such annual assessment in excess of ten percent (10%) of the prior year's assessment shall require a majority vote of the property owners or their proxy at the Association's Annual Meeting; such assessment may be levied by the Association annually, and membership in the Rockwood Recreation Facility shall be available to property owners upon payment of an additional Rockwood Recreation Facility annual membership fee. All such assessments and annual membership fees shall be due and payable upon written notification of the Association. Payment of assessments not received by the Association within sixty (60) days of written notification of same to the property owner shall be subject to a \$100.00 late fee. The voting rights of a property owner and access to the Rockwood Recreation Facility shall be suspended for any period during which any assessment described in

this Declaration, including interest and fees, remains unpaid. Any unpaid assessments, late fees and interest shall become a lien against such Building Site by the filing of a notice of nonpayment of assessment in the Office of the Register of Deeds of Sedgwick County, Kansas, against each Building Site on which an assessment is due and unpaid.

Rock Road Improvement, Inc. has conveyed and assigned to the Association such property or rights incident thereto as may be appropriate to carry out the purpose of the Association, and has assigned or transferred to the Association all or any part of the rights, powers and privileges reserved in this Declaration, including its authority to pass on plans and specifications of dwellings and other Improvements to be constructed on any Building Site subject to this Declaration, together with all or any of its other interests in said protective covenants, including its right to enforce, transfer or assign those rights or any one or more of them at any time, and after such transfer conveyance or assignment to the Association, the Association, may at its sole option and at any time thereafter, exercise, transfer, convey or assign such property, rights or privileges, any part or all of them.

- P. This Declaration shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said Building Site, its successors and assigns, and with each of them, to conform to and observe said restrictions 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 Association or the owner or owners of any of the above land shall have the right to sue for and obtain as injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of the Association, 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.
- Q. Invalidation of any one of this Declaration or any part thereof by judgments or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

The Board of Directors of Rockwood Homes Association, Inc. hereby certifies that this FIRST AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ROCKWOOD ADDITIONS has been executed in accordance with Section N of the initial Declaration and is in effect and valid pursuant to all terms and provisions of the Declaration.

If any restriction, condition, covenant or reservation contained in this Declaration shall at any time be held invalid or for any reason becomes unenforceable, no other

restriction, condition, covenant, reservation or any part thereof, shall be affected or impaired. The failure of the Board of Directors of Rockwood Homes Association, Inc. or of any property owner to enforce any of the restrictions, conditions, covenants or reservations contained herein shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant or reservation.

*David Quillen*

*April 30, 2012*

By: David Quillen

Date

President, Rockwood Homes Association, Inc.

STATE OF KANSAS     )  
  ) ss:  
SEDGWICK COUNTY    )

This instrument was acknowledged before me on April 30, 2012 by David Quillen as President of Rockwood Homes Association, Inc.

*Brenda J. Wright*  
\_\_\_\_\_  
(Signature of notarial officer)

My appointment expires: 8-12-13

