

The Village

**RESTRICTIVE COVENANTS
FOR SOME LOTS IN
SPRINGCREEK 4TH ADDITION
TO DERBY, SEDGWICK COUNTY, KANSAS**

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OF RECORD

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CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND
EASEMENTS AFFECTING PROPERTY OF SPRINGCREEK, INC.

THIS Declaration made this 7th day of December, 1994, by SPRINGCREEK, INC., hereinafter
called the GRANTOR.

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,
reservations and easements hereinafter set forth, each and all of which is and for the benefit of said property
and for each owner thereof, and shall insure 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;

NOW, THEREFORE, SPRINGCREEK, INC., hereby declares 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: Any lot or portion thereof, or a
parcel of land upon which a duplex may be erected in conformance with the requirements of these
covenants.

DUPLEX: A building and appurtenant structure thereto, erected and maintained in conformance
with the requirements of these covenants for private residential purposes and designed for occupancy by two
families.

OUTBUILDINGS: An enclosed, covered structure not directly attached to a duplex to which it is
appurtenant.

GRANTOR: Shall mean SPRINGCREEK, INC., its successors and assigns.

IMPROVEMENTS: Shall mean and include a duplex, 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.

FRONT AND SIDE STREET BUILDING SETBACK LINE OR LINES: The minimum distance
which a duplex shall be set back from the front and/or side lines respectively.

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements of this declaration is located as follows:

11A.1
Lots 1 through 9, Block A, and Lots 1 through 9, Block B, All in the Springcreek 4th Addition to Derby, Sedgwick County, Kansas.

CLAUSE II

GENERAL PURPOSE OF CONDITIONS

The real property described in Clause I hereof is subject 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 practical, the natural beauty of such property; to guard against the erection thereon of poorly designed or 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 at the appropriate locations on the building sites; to secure and maintain proper set-backs from streets; and in general to provide for a high quality of improvements.

A. No structure shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than one new duplex, for private use, a private garage and other outbuildings incidental to residential use of the premises.

All dwelling units shall be connected to the public sewer system and public water system, as approved by the City of Derby, Kansas. All buildings shall comply in every way with the City of Derby Zoning Ordinances and Regulations.

B. In lieu of restrictions commonly used governing minimum cost or square foot area of dwellings, both of which have proven 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, these Covenants shall and do hereby provide that no duplex or other improvements as herein defined shall be erected, placed or altered on any premises in said development until the building or other 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 Grantor; provided, however, that the Grantor, 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 Grantor, 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 Grantor for approval, by the submitting of such plans and any owner by so

recover for any such damages against the Grantor. In the event Grantor 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 this Section B, or without the written approval required and no suit to enjoin the erection, establishment or alteration of such improvements has been commenced within THIRTY (30) DAYS of completion, this covenant will be deemed to have been fully complied with.

C. No retail, wholesale, manufacturing or repair business of any kind, nor barber shop or beauty shop, shall be permitted on any building site or in any duplex 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 duplex dwelling or appurtenant structure.

D. 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.

E. No used or second hand house or building of any kind shall be moved or placed upon said land, nor shall any trailer be moved, placed or permitted to remain upon a building site subjected to these covenants.

F. No animals or poultry of any kind, other than house pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants, and no animal pens of any kind shall be erected without the express written consent of Grantor.

G. 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 Grantor, provided, however, that permission is hereby granted for one sign on each building site, not more than FIVE (5) SQUARE FEET in area, for the sole purpose of advertisement for sale or lease.

H. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front and side street building set back lines established herein. No fences of any kind, radio, television, satellite or other data transmission or receiving antenna or solar collectors, wind generators or any other device shall be permitted except upon approval in writing by the Grantor.

I. All duplexes will be painted on the exterior the same colors. Colors are as follows: Pittsburgh Paints, Body: #2102 Lattice, Trim: #2101 Whitewater. Also, all roofs shall be a Heritage II or like roof, all in the weathered wood color.

J. Easements for utility installations and maintenance affecting all lots subject to these covenants are reserved as shown in the recorded plat of Springcreek 4th Addition, Derby, Sedgwick County, Kansas.

upon the Grantor and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for a period of TWENTY (20) YEARS from the date of this document is filed with the Sedgwick County Register of Deeds, and automatically shall be continued thereafter for successive periods of FIVE (5) 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, 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, by executing and acknowledging an appropriate agreement in writing and filing it for record in the Office of the Register of Deeds of Sedgwick County, Kansas.

For the purpose and to determine who may be the property owners as that term is used herein, they shall be any person or persons or other legal entity who are the record owner(s) on any one particular date. A recordable certificate by a title company or other entity, then generally recognized as an authority as to property ownership, setting forth the 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 shall be deemed conclusive of fee simple title ownership of property and front footage thereof.

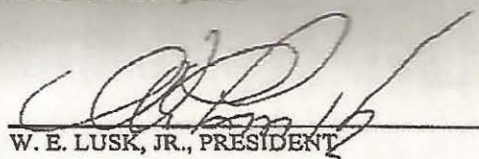
L. These covenants shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owners of said building sites, their successors and assigns, and with each of them, to conform to and observe these restrictions, but no restrictions shall be personally binding on any person or other entity, except in respect in breaches committed during its, his or their seisin of, or title to said land, and Grantor 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 these restrictions, in addition to ordinary legal action for damages, and the failure of Grantor 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.

In the event the City Governing Body rezones a parcel or parcels in the above described addition, then these restrictions as set out herein shall not apply to the rezoned area.

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

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals this 7th day of December, 1994.

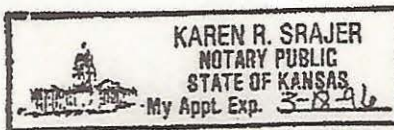
SPRINGCREEK, INC.


W. E. LUSK, JR., PRESIDENT

STATE OF KANSAS)
) SS
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 7th day of December, 1994, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. E. LUSK, JR., PRESIDENT of SPRINGCREEK, INC., who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, in behalf of the Corporation.

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



Karen R. Srajer
 Karen R. Srajer, Notary Public
 My Commission Expires: March 18, 1996



STATE OF KANSAS }
 SEDGWICK COUNTY }
 FILED FOR RECORD AT
10:00 M
 DEC 09 1994
 NO. 1425410
 PAT KETTLER
 REGISTER OF DEEDS
Ed Reed
Deputy