

DECLARATION OF RESTRICTIONS

The undersigned hereby declares that Silver Lake Heights, LLC, a Kansas limited liability corporation, is the owner of the following described real estate and that said real estate shall be subject to the following restrictions and conditions relative to use, occupancy, and ownership of said property:

A tract of land in the Northeast Fractional Quarter of Section 3, Township 11 South, Range 14 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at the Northeast corner of said Northeast Fractional Quarter of Section 3; thence South 00 degrees 37 minutes 06 seconds East, along the East line of said Northeast Fractional Quarter, a distance of 2236.51 feet to a point which is 200.00 feet North of the Southeast corner of said Northeast Quarter; thence North 89 degrees 32 minutes 21 seconds West, a distance of 1306.80 feet; thence South 00 degrees 37 minutes 06 seconds East, a distance of 200.00 feet to a point on the South line of said Northeast Fractional Quarter; thence North 89 degrees 32 minutes 21 seconds West, along said South line, a distance of 1246.06 feet to a point which is 85.01 feet East of the Southwest Quarter of said Northeast Quarter; thence North 00 degrees 25 minutes 28 seconds West, along a line which is 85.00 feet East and parallel with the West line of said Northeast Fractional Quarter, a distance of 1701.50 feet; thence North 89 degrees 34 minutes 32 seconds East, a distance of 100.35 feet; thence North 00 degrees 25 minutes 28 seconds West, a distance of 660.00 feet to a point on the North line of said Northeast Fractional Quarter; thence North 88 degrees 47 minutes 10 seconds East, along said North line, a distance of 200.00 feet; thence South 01 degrees 12 minutes 50 seconds East; a distance of 217.80 feet; thence North 88 degrees 47 minutes 10 seconds East, a distance of 200.00 feet; thence North 01 degrees 12 minutes 50 seconds West, a distance of 217.80 feet to a point on the North line of said Northeast Fractional Quarter; thence North 88 degrees 47 minutes 10 seconds East, along said North line, a distance of 450.13 feet to the Southwest corner of the Southeast Quarter of Section 34, Township 10 South, Range 14 East of the 6th P.M.; thence North 88 degrees 43 minutes 07 seconds East, along said North line, a distance of 1594.08 feet to the point of beginning.

- 1) **INDIVIDUAL TRACTS.** Silver Lake Heights, LLC intends to divide the above-described real estate into individual building lots. The restrictions set forth herein applies to said building lots.

- 2) **DWELLINGS ONLY.** Nothing but a single, private dwelling or residence together with at least a double size garage for the use of the owner or occupant of the single-family dwelling, and boundary line and patio fences and retaining walls and other walls shall be erected on any lot on said real estate. Nor may any previously constructed dwelling be moved on to one of the lots. See additional covenants for restrictions concerning outbuildings.

- 3) GUEST HOUSES. No guest house, garage, shed, tent, trailer, or temporary structure of any kind shall be erected, constructed, permitted, or maintained on any portion of said lots prior to the commencement of the erection of a principal dwelling house thereon, and no guest house, garage, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes.
- 4) EXCAVATIONS. No work, exploration, drilling, or mining of any minerals or quarrying, drilling, or mining of any minerals, rock, soil, or material of any nature shall be conducted on any of said lots, nor shall any excavation of any nature be made upon said property or any portion thereof, except as may be incident to the installation of utility services, drainage lines, the preparation of building sites, the construction of dwellings, swimming pools, or ponds, and the grading of roads and streets.
- 5) SIZE AND CONDITION. Each dwelling erected on any of said lots must have the following minimum square foot area, exclusive of attached garages, carports, or porches:
 - a. In a one-level, ranch-type dwelling or an underground “berm” dwelling the floor area must cover at least 1500 square feet on the main floor;
 - b. A split-level dwelling must contain a total finished living area, above the garage level, of not less than 1650 square feet;
 - c. A one and one-half story dwelling must contain at least 1700 square feet of finished area above any basement floor;
 - d. A two-story dwelling must contain at least 2000 square feet of finished area above any basement floor.

Each dwelling erected on any of said lots must have a connection therewith the following:

- a. An attached or built-in double or larger garage.
 - b. The roof structure must have a minimum of a 4/12 pitch framed roof.
- 6) CONSTRUCTION. When construction of a dwelling is commenced upon any said lots the owner thereof shall prosecute with all reasonable diligence the completion thereof and shall complete the construction thereof within twelve months from the date of commencement. No partially completed dwelling shall be occupied prior to completion. No building material of any kind or character shall be placed or stored upon a lot until construction or improvement is to be commenced.

- 7) ANIMALS. Dogs, cats, and fowl, in the classification of pets shall be allowed unless they are not controlled to the extent that they interfere with the safety, health, and comfort of other property owners. Cattle, horses, sheep, goats, chickens, pigeons, and other non-domestic animals shall be allowed with a maximum of one animal per acre with a maximum of five animals per tract. No swine shall be allowed. No pets shall be bred or maintained on any lot for commercial purposes.
- 8) OUTBUILDINGS. No barn or structure shall be erected or maintained upon any lot except for use in conjunction with a residence already constructed or under construction at the time that such barn or shelter is erected upon the property. Any barn or structure erected or maintained upon any lot shall be of the same quality of construction as the residential dwelling.
- 9) NUISANCES. No obnoxious or offensive activity shall be carried on upon said property or any portion thereof, nor shall anything be done which shall be or become an annoyance or nuisance to the neighborhood.
- 10) GARBAGE. No garbage, refuse, waste, or obnoxious or offensive material shall be permitted to accumulate on any of said lots, and the owner thereof shall cause all garbage and other like material to be disposed of by and in accordance with accepted sanitary practice.
- 11) BINDING COVENANTS. The restrictions set forth herein shall run with the land and bind the present owners, their heirs, executors, administrators, successors, and assigns.
- 12) VALIDITY. Invalidity of any one of the above restrictions, covenants, or conditions by a court judgment or decree shall in no way affect any of the other provisions hereof, such other provisions shall remain in full force and effect.
- 13) AMENDING THE RESTRICTIONS. With the agreement of the owners of 2/3 of the above described tracts, these restrictions may be modified, changed or amended.

Dated this 15th day of May 2009.

Silver Lake Heights, LLC

By: Frederick C. Patton, Manager

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on the 15th day of May 2009, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Frederick C. Patton, Manager of Silver Lake Heights, LLC, who is personally known to me to be the same person who executed the foregoing document as Manager of said limited liability corporation, and said Manager duly acknowledged the execution of the same as the act of said limited liability corporation.

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

NOTARY PUBLIC

My appointment expires:_____