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## DECLARATION OF RESTRICTIONS

This DECLARATION is made this 1<sup>st</sup> day of August, 2006 by Shunga Woods L.C., a limited liability corporation organized, existing and in good standing under the laws of the State of Kansas, referred hereinafter as the "Declarant".

Whereas, the Declarant is the owner of the following described real estate,  
A tract of land in the Southwest Quarter of section 33, Township 12 South, Range 14 East of the 6<sup>th</sup> P.M., Shawnee County, Kansas. More particularly described as follows: Commencing at the Northwest corner of said Southwest Quarter: thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds East along the West line of said Quarter a distance of 45.00 feet to the Point of Beginning; thence South 89 degrees 41 minutes 55 Seconds East a distance of 923.37 feet; thence south 40 degrees 04 minutes 51 seconds East a distance of 52.26 feet; thence South 00 degrees 18 minutes 30 seconds West a distance of 630.01 feet; thence South 89 degrees 41 minutes 45 seconds East a distance of 386.00 feet; thence South 00 degrees 05 minutes 28 seconds East a distance of 691.11 feet; thence South 79 degrees 36 minutes 21 seconds East a distance of 217.32 feet; thence South 09 degrees 03 minutes 16 seconds West a distance of 363.42 feet; thence South 13 degrees 44 minutes 01 seconds West a distance of 312.72 feet; thence South 65 degrees 56 minutes 27 seconds West a distance of 88.84 feet; thence South 00 degrees 04 minutes 55 seconds East a distance of 507.13 feet to the South line of said Southwest Quarter; thence north 89 degrees 40 minutes 36 seconds West along said South line a distance of 1342.85 feet to the Southwest corner of said Southwest Quarter; thence North 00 degrees 00 minutes 00 seconds West a distance of 2605.88 feet to the Point of Beginning. Said tract contains 76.78 acres more or less subject to road right of way, easement and restrictions if any.

The above described real estate contains 15 plots of land commonly referred to as "Valencia Lakes Estates".

Whereas, Declarant desires to place certain restrictions upon the above described real estate for the benefit of the Declarant, its successors, assigns and future grantees, to protect the value and desirability of the above described real estate as a single-family residential area.

Now, Therefore, Declarant hereby declare that the above described real estate is subject to the following restrictions, all of which shall run with the real estate and be binding upon all parties having or acquiring any right, title or interest therein:

1. All dwellings erected upon the above described real estate shall be used for one family residence only, and this real estate shall be used for residential purposes only.
2. The floor area of the main structure of any residence, exclusive of porches, garages and basement areas, finished shall not be less than 1600 square feet for a one-story; 2000 square feet for a one and one half story; 2000 square feet for a two-story or 2000 square feet finished for a split-level or bi-level residence. All single family residences shall have a double car garage, attached or unattached. Before construction is commenced, the owner or his or her authorized agent shall submit the plans for each structure to Declarant, its successors or assigns, and no construction shall commence until said plans have been approved in writing by Declarant, its successors or assigns, which approval shall not unreasonably be withheld. No residence, garage, fence, wall or other structure appurtenant to any single-family residence shall be commenced, erected or maintained, nor shall any exterior addition thereto, or change or alteration thereof, be made until the plans and location thereof are approved in writing by Declarant, its successors or assigns.
3. No building or part thereof, exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and similar projections, shall be nearer the street right-of-way than one hundred (100) feet and each building shall have a minimum side yard of twenty (20) feet.
4. No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.
5. No noxious or offensive activities are allowed, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. All county building and zoning codes shall be followed.
6. Except as herein before provided, no structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be erected on any tract, or used for residence purposes, either temporarily or permanently.

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7. All exterior basement foundations and walls which are exposed in excess of (12) inches above final grade level shall be painted the same color as the residence, or covered with siding compatible with the structure.

8. No trailer-house trailer-tent, modular home, or factory built home shall be erected or situated or parked upon the above described real estate, nor shall any basement or garage at any time be used as a residence-temporarily or permanently-nor shall any residence of a temporary character of any kind or description whatever be permitted thereon, and no trailers or structures moved from other locations may be placed upon the above described real estate-except boat trailers, or small utility trailers not used for residential purposes. Exception: Camping trailers must be stored behind the home, and can not be lived in, except for 120 days during the construction of the home.

9. All detached buildings will be constructed using similar construction materials as the residence and be approved by Declarant, its successors and assigns. Such approval shall not unreasonably be withheld. Morton type and metal buildings will be accepted, but must be approved.

10. No more than two (2) horses for lots under six (6) acres. Larger lots may have up to four (4) horses. No cattle, pigs, goats, sheep, chickens, turkeys or other animals which would create obnoxious or offensive odors. No animals or fowl shall be raised for commercial purposes.

11. Residents may not construct, place, or maintain a dock longer than 24 feet. One dock per house. Only Kansas game fish may be stocked in the lake and the majority of the lake front owners must agree to the stocking.

12. No fencing within 50 feet of waters edge of lakes and ponds or in lakes and ponds.

13. All property owners with lake or pond frontage have access to the entire body of water they have frontage on.

14. No motorized recreational water vehicles over 8 horsepower are allowed. No jet skis allowed. Canoes, sailboats and paddle boats are allowed.

15. Declarant, its successors or assigns, or any owner of any lot or lots in said subdivision shall have the right to recover damages incurred by reason of the violations of said restrictions.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

The above covenants and restrictions shall continue and be in full force and effect until the 31<sup>st</sup> day of December, 2010, and shall automatically be continued thereafter for successive periods of 25 years each; provided, however, at any time the owners of the fee simple title of a majority of the front feet of the lots herein described, may release the land or any part of it from any one or more of said restrictions, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same in the office of the Register of Deeds of Shawnee County, Kansas.

The provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon the above named Declarant, its successors or assigns, and all persons claiming by, through or under it.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006

Shunga Woods, L.C.

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Michael W. Tindell

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Gregory S. Randel

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2006 before me, a notary public in and for the County and State aforesaid, came Michael W. Tindell and Gregory S. Randel, partners of Shunga Woods, L.C., a Limited Liability Company duly organized and existing under and by virtue of the laws of Kansas, who is personally known to me to be the same persons who executed, as such partners, the within instrument or writing on behalf of said Limited Liability Company, and such persons duly acknowledged the execution of the same to be the act and deed of said Limited Liability Company.

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

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Notary Public

My appointment expires: \_\_\_\_\_