



**DECLARATION OF COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions (this "Declaration") is made this 30<sup>th</sup> day of September, 2013 by Michael A. and Cheryl A. Flory, and Michael A. Flory, Trustee of the Michael A. Flory Revocable Trust Dated March 16, 2006, and Cheryl A. Flory, Trustee of the Cheryl A. Flory Revocable Trust Dated March 16, 2006, "Developer".

**RECITALS**

A. Developer desires to receive approval of a Certificate of Survey to permit Developer to legally subdivide the following described property located southwest of the intersection of N 1100 and E1296 Roads in Wakarusa Township, Douglas County, Kansas:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 19 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, KANSAS, NOW DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 02°05'55" WEST ALONG THE EAST LINE OF SAID QUARTER SECTION, 1318.34 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID QUARTER SECTION; THENCE NORTH 88°05'44" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SAID QUARTER SECTION, 287.20 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 01°53'34" EAST, 220.68 FEET; THENCE NORTH 11°36'10" WEST, 257.10 FEET; THENCE NORTH 43°48'52" WEST, 246.06 FEET; THENCE NORTH 88°05'44" WEST, 441.32 FEET; THENCE NORTH 02°03'20" EAST, 296.01 FEET; THENCE NORTH 87°56'40" WEST, 35.73 FEET; THENCE NORTH 02°03'20" EAST, 385.62 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH 87°45'40" WEST ALONG SAID NORTH LINE, 330.05 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID QUARTER SECTION; THENCE SOUTH 02°03'20" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SAID QUARTER SECTION, 1326.12 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID QUARTER SECTION; THENCE SOUTH 88°05'44" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SAID QUARTER SECTION, 1045.06 FEET TO THE POINT OF BEGINNING. THE ABOVE CONTAINS 20.06 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND ROAD RIGHTS-OF-WAY OF RECORD, ALL IN DOUGLAS COUNTY, KANSAS.

B. As a condition of approval of the Certificate of Survey, Developer is required to restrict the Immediate Development Area and Future Development Area by a separate instrument, in recordable form and recorded with the Register of Deeds, which condition Developer intends to satisfy by executing and recording this Declaration.

### DECLARATION

NOW THEREFORE, Developer hereby declares that the Cluster Development shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, all of which shall run with the land and be binding on all parties having any right, title or interest in such land, any structure erected on such land, or any part thereof, their heirs, personal representatives, successors and assigns:

1. Definitions. Capitalized words shall have the meaning defined in this Declaration. The following capitalized words not otherwise defined in this Declaration shall have the following definitions:

**Build Out Plan** means the build out plan associated with the Certificate of Survey, which is attached hereto as Exhibit A.

**Building Envelopes** means the buildable area of a Residential Development Parcel defined by the minimum required setbacks contained within Article 18 of the County Zoning Regulations.

**Certificate of Survey** means the Certificate of Survey of the Cluster Development approved in accordance with the Subdivision Regulations and recorded with the Register of Deeds.

**Future Development Area** means the portion of the property that is to be set aside for future development after annexation into a city, as identified in the Certificate of Survey.

**Immediate Development Area** means the portion of the property that may be divided into Residential Development Parcels and developed immediately, prior to annexation into a city, as identified in the Certificate of Survey.

**Register of Deeds** means the Office of the Douglas County, Kansas Register of Deeds.

**Residential Development Parcel** means that tract or tracts of real estate located within the Cluster Development for which a residence may be constructed prior to annexation into a city, as identified in the Certificate of Survey.

**Subdivision Regulations** means the jointly adopted Subdivision Regulations for the City of Lawrence, Kansas and the Unincorporated Areas of Douglas County, Kansas, as amended, or such successor subdivision regulations as are then applicable to the Cluster Development.

2. Restriction of Divisions. Any future division of the Residential Development Parcel must conform to the Build Out Plan or the Subdivision Regulations in place at that time.

3. Immediate Development Area Restrictions. For the Immediate Development Area, each Residential Development Parcel shall be limited to one principal dwelling and accessory buildings until annexation into a city and municipal water and sanitary sewer service are extended to the property.

4. Future Development Area Restrictions. For the Future Development Area, any further division for development purposes is prohibited until annexation or until an amended Certificate of Survey is approved and filed with the Register of Deeds.

5. Development Within Building Envelopes. The location of structures within the Immediate Development Area are restricted to the Building Envelopes that have been created to allow for the future subdivision of the Immediate Development Area into blocks of an urban density that avoids interference with planned future Street/Roads, easements and setbacks.

6. Covenant Running with the Land. This Declaration and all covenants and restrictions herein established shall be binding on and inure to the benefit of all parties having any right, title or interest in any part of the Cluster Development or any structure erected on such land, their heirs, personal representatives, successors and assigns, and shall constitute a covenant running with the land, expiring at the time the subject property is annexed into a city.

7. Enforcement. Declarant, all parties having any right, title or interest in any part of the Cluster Development or any structure erected on such land, their heirs, personal representatives, successors and assigns, together with the Board of County Commissioners of Douglas County, Kansas, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of; or to enforce the observance of the covenants and restrictions set forth above, in addition to any ordinary legal action for damages; and failure of the Declarant, all parties having any right, title or interest in any part of the Cluster Development or any structure erected on such land, their heirs, personal representatives, successors and assigns, together with the Board of County Commissioners of Douglas County to enforce any of the covenants and restrictions set forth herein at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter.

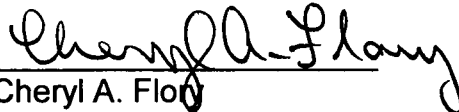
8. Restriction on Amendments. This Declaration may not be amended in whole or in part without the written consent of the Lawrence/Douglas Metropolitan Planning Director or, if there is no longer a joint Lawrence/Douglas County Planning Office, the director of the department providing professional planning services and recommendations to the Board of County Commissioners of Douglas County, Kansas. Any amendment without such written approval shall be considered a breach of the Certificate of Survey and a violation of the subdivision Regulations, and the Board of County Commissioners of Douglas County, Kansas shall have the authority to enforce such violation in any manner permitted by law.

IN WITNESS WHEREOF, Michael A. and Cheryl A. Flory, and Michael A. Flory, Trustee of the Michael A. Flory Revocable Trust Dated March 16, 2006, and Cheryl A. Flory, Trustee of the Cheryl A. Flory Revocable Trust Dated March 16, 2006, have executed this Declaration as of the year and date first above stated.

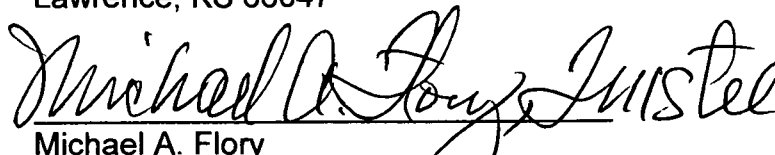
Declarant:



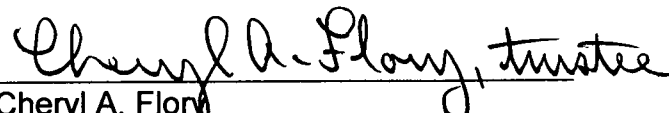
Michael A. Flory  
1921 Quail Run  
Lawrence, KS 66047



Cheryl A. Flory  
1921 Quail Run  
Lawrence, KS 66047



Michael A. Flory  
Trustee of the Michael A. Flory Revocable  
Trust Dated March 16, 2006  
1921 Quail Run  
Lawrence, KS 66047



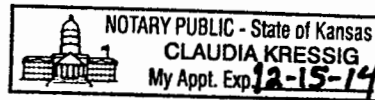
Cheryl A. Flory  
Trustee of the Cheryl A. Flory Revocable  
Trust Dated March 16, 2006  
1921 Quail Run  
Lawrence, KS 66047

STATE OF KANSAS )  
 )ss.  
COUNTY OF DOUGLAS )

BE IT REMEMBERED, that on this 30<sup>th</sup> day of September, 2013, before me, a Notary Public in and for the County of Douglas, personally appeared Michael A. and Cheryl A. Flory, to me known to be the same persons who signed and is described in the above instrument and acknowledged the same to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Claudia Kressig  
Notary Public



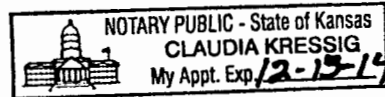
My appointment expires 12-15-14

STATE OF KANSAS )  
 )ss.  
COUNTY OF DOUGLAS )

BE IT REMEMBERED, that on this 30<sup>th</sup> day of September, 2013, before me, a Notary Public in and for the County of Douglas, personally appeared Michael A. Flory, Trustee of the Michael A. Flory Revocable Trust Dated March 16, 2006, and Cheryl A. Flory, Trustee of the Cheryl A. Flory Revocable Trust Dated March 16, 2006, to me known to be the same persons who signed and is described in the above instrument and acknowledged the same to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Claudia Kressig  
Notary Public



My appointment expires 12-15-14

