

## DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made effective the \_\_\_ day of \_\_\_\_, 2023 (the "**Effective Date**"), by The Arthur Shaw Revocable Trust, Dated September 11, 2017, (the "**Declarant**"),

Declarant is the owner of certain tracts of real estate located in Leavenworth County, Kansas, and described in Exhibit A attached to and, by reference, made a part of this Declaration (the "**Real Estate**"), each parcel described on Exhibit A shall be referred to individually as "**Parcel**", and each owner thereof as "**Owner or Owners**". Declarant hereby declares that the Real Estate shall be subject to the protective covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration.

1. **Property Subject to Declaration.** Declarant, as the Owner of all of the Real Estate, expressly intends to, and by the execution and recording of this Declaration does hereby, subject the Real Estate to the provisions of this Declaration. Declarant reserves the right to submit additional real estate to the terms and conditions of this Declaration by a Supplemental Declaration describing such real estate and referencing this Declaration and recording the Supplemental Declaration in the office of the Register of Deeds of Douglas County, Kansas, and thereafter all real estate described in such Supplemental Declaration shall be deemed to be part of the Real Estate for purposes of this Declaration.
2. **Conveyances Subject to Declaration.** All restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on all persons having at any time any interest or estate in any Parcel, or part thereof, and their respective heirs, legal representatives, successors and assigns.
3. **Design of Outbuildings.** Every structure or outbuilding, including, without limitation, any building, barn, shed, detached garage, and chicken coop (collectively, an "**Outbuilding**") to be constructed upon a Parcel must be completed, including paint or its equivalent, within 9 months from the starting date of construction and shall incorporate the general design elements of the residential dwelling on the Parcel. Each Owner shall maintain in good condition and repair the exterior of any Outbuilding erected on such Owner's Parcel.
4. **Permitted Use.** The Parcels shall be utilized only for residential, single-family country estate purposes, compatible with this Declaration.
5. **Certain Animals Prohibited.** No swine of any kind, including, without limitation, pigs and hogs, shall be raised, bred, or kept on any Parcel.
6. **Signs.** No signs, billboards, or advertising structures of any kind may be placed or stored upon any Parcel, except temporary signs advertising the sale of the property or for temporary political advertisements signs, none of which shall exceed ten square feet in size.

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7. **Nuisances.** No noxious or offensive activity shall be carried on within any Parcel, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any exposed area nor shall anything ever be done which may be or become an annoyance, nuisance, security risk or safety hazard to the Owners. All trash and refuse shall be placed in closed containers, securely covered, and placed for pick up no more than twenty-four (24) hours prior to the scheduled trash pickup and such containers shall be removed on the same day of the trash pickup.

8. **Vehicles.** No more than two (2) unlicensed or unusable vehicles, salvage machinery, or other items of junk or salvage vehicles of any kind, including, without limitation, bus, truck, trailer, car, automobile, semi-tractors, boat, boat trailer or rack, equipment, machinery, shall be parked, located, or otherwise maintained on any Parcel except within the private enclosed garage, shed or Outbuilding located on a Parcel.

9. **Mobile and Modular Homes.** No mobile home, double-wide home, or modular home, or any temporary or mobile structure, or any portion thereof, may be used as a residence, occupied in any manner, permanent or temporary, or maintained on any Parcel, except within enclosed garages, sheds or Outbuildings. No travel trailer, recreational vehicle, or fifth wheel shall be used as a residence on any Parcel.

10. **Declarants Right to Amend.** Until all the Parcels have been sold by Declarant to third parties, Declarant reserves the right to amend, change, or modify this Declaration, including, without limitation, adding new or additional provisions, without the approval of any Owner or other person and such amendment to be effective shall be signed by Declarant and recorded in the office of the Register of Deeds of Leavenworth County, Kansas and such amendment shall be effective on all of the Real Estate, including, without limitation, Parcels that have already been sold by Declarant.

11. **Enforcement.** An owner of a Parcel may enforce this Declaration against any owner of another Parcel violating or threatening to violate any provision in this Declaration. In any action to enforce this Declaration, the prevailing party shall be entitled to be reimbursed all costs and expenses, including attorneys' fees and court costs, incurred by the prevailing party in any such action.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

DECLARANT:

\_\_\_\_\_  
Daniel Watkins, Trustee of the Arthur Shaw Revocable  
Trust Agreement, Dated September 11, 2017.

ACKNOWLEDGEMENT

STATE OF KANSAS                                    )  
   )ss:  
COUNTY OF DOUGLAS                            )

the foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by Daniel Watkins, as Trustee of the Arthur Shaw Revocable Trust Agreement, dated September 11, 2017. .

\_\_\_\_\_  
Notary Public

Appointment Expires: \_\_\_\_\_

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
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**EXHIBIT A**

Legal Description of the Real Estate