

R R I State of Kansas, Coffey County, ss

This instrument was filed for record on  
the 13 day of September A.D., 1993

at 8:55 o'clock A. M. and duly recorded

In Book NN of Misc. at page 70-73

Linda M. Taylor  
Fee \$12.00 REGISTER OF DEEDS

By \_\_\_\_\_ Deputy

**RESTRICTIVE COVENANTS TO PURCHASERS**

These covenants shall restrict the purchaser as to the use of  
the land to be conveyed by Quail Meadows, Inc. and all parties  
shall be personally bound and liable under the terms of these  
covenants after conveyance of the real estate, for themselves,  
their heirs and assigns as follows:

1. NOT TO BUILD: The building line of the lot conveyed shall  
be 35 feet from and parallel with the boundary lines as shown  
on the plat; and no building, or any part or portion thereof, shall  
at any time be erected or placed upon the space between said  
building line and said street; nor shall any projection of said  
building, of whatever character, be permitted to extend into or  
encroach upon said space, except that the steps and platform in  
front of the main door may extend over said building line not to  
exceed six (6) feet. To build within surveyed description. Not  
at any time hereafter to erect or make any building obstruction,  
other than a boundary fence or wall, within 50 feet of the  
boundaries of said property being conveyed.

2. TO BUILD DWELLING HOUSE ONLY: No building shall be  
erected or altered or used on any lot whatsoever in said  
subdivision for any purpose other than:

A. One single detached dwelling occupied by the purchaser,  
or his lessee or guests and for residence purpose only.

B. Other buildings incident and accessory to a country home,  
the use of which is restricted and defined as follows:

1. Garage. To be used to house automobiles of the purchaser, lessee or guests and for the use of which no charge is made. All attached or detached coach houses or garages shall be sufficient to accommodate two motor vehicles. Living quarters for the servants of the purchaser or his lessee or guests.

2. Servant quarters. For the use of servants of the purchaser, lessee or guests.

3. Guest house. For the use of guests only and not for rent.

4. Greenhouse. For commercial purposes is prohibited.

5. Walls, fences, docks, tennis-courts, garden house, tea houses and other similar and unobjectionable appurtenances to a country home.

6. No portable storage sheds or outbuildings shall be allowed.

7. Any outbuilding or detached garage shall be of the same type of construction and matching in color and roof composition to that of the dwelling house.

8. No metal roofs shall be allowed either on dwelling house, garage or outbuildings.

The purpose of these restrictions is to limit the use and occupancy of any one single lot to any one single family with their necessary servants and appurtenances. In case the purchaser of any lot, leases his premises, the premises must be leased as a whole; the leasing or sub-leasing of any part thereof is expressly forbidden. In no case shall a temporary structure be permitted.

C. MINIMUM SQUARE FOOTAGE: No dwelling home or house shall be erected upon said real estate hereby conveyed of less than 1,800 square feet minimum square footage. All dwelling houses erected shall be on site construction.

1. No mobile homes, manufactured homes, modular homes or any other such type homes shall be allowed which require only assembly on site.

2. All campers, motorized trailers, pull trailers, boats, horse trailers or any other type of auxiliary use vehicle or trailer must be parked in back of the residence erected and must be stored in a sightly manner.

3. Propane tanks: There will be no propane tanks permitted.

3. NOT TO USE EXCEPT FOR DWELLING HOUSE: Not to use any building to be erected upon the said lot hereby conveyed or any part thereof for any purpose other than that of a private dwelling house only.

4. GARDENS: Personal gardens shall be allowed, not to exceed 0.5 acres of tillable ground.

5. ANIMALS: No poultry, pigs or other livestock shall be allowed other than those listed below.

a. Two horses per five acre tract shall be allowed. Adequate fencing stable or coach house shall be provided if horses are maintained.

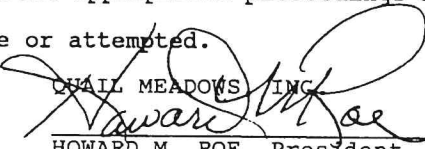
b. All canines shall be enclosed or confined within the dwelling house or detached outbuilding. Outbuildings shall be subject to provisions as set forth in paragraph two above.

Multiple family canine pets shall be allowed. Use of the property for commercial canine purposes in any form shall not be allowed.

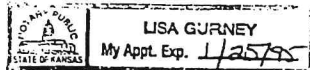
6. RESTRICTION AGAINST RE-SUBDIVIDING LOT: No residential lot shall be re-subdivided into building lots other than those shown on the recorded plat heretofore referred to, nor shall any building be erected on any residential building lot other than shown on said plat.

7. RELIEF PROVIDED FOR BREACH OF RESTRICTIONS: Purchasers accept these conveyances subject to the easements, restrictions and conditions above set forth, and for themselves, their heirs and assigns, and purchasers covenant to that they and their heirs and assigns shall forever faithfully observe and perform said several restrictions and conditions, and each of them. If purchasers or any person claiming under them, shall at any time violate or attempt to violate, or shall omit to perform or observe any one of the foregoing restrictions and conditions, it shall be lawful for any person owning a lot in Quail Meadows, Inc. which is subject to the same restriction or condition in respect to which the default is made, to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted.

QUAIL MEADOWS, INC.

  
HOWARD M. ROE, President

SUBSCRIBED AND SWORN TO before me this 10th day of September, 1993.



  
Notary Public - Lisa Gurney

My Appointment Expires:

January 25, 1995.