

PROTECTIVE COVENANTS AND RESTRICTION COVERING  
BELMONT PLACE ADDITION IN BUTLER COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS;

That whereas, the undersigned AUGUSTA DEVELOPERS, L.L.C. owners of each and all the lots and blocks described in BELMONT PLACE ADDITION an addition in Butler County, Kansas, the plat of which addition was filed for record in the office of the Register of Deeds of Butler County, Kansas on the 15th day of May 1997 and recorded in plat book "0" at Page 182B, is desirous of providing for the uniform development of said addition.

Now therefore in order to procure and bring about the uniform development and improvement of said addition, the undersigned do hereby ordain, establish and promulgate the following protective covenants and restrictions which shall apply to each and all the residential lots in said addition, to wit;

1. All lots in said addition shall be used for the sole purpose of single family dwellings for residential purposes except those lots which are zoned multi-family. No lot shall be divided into more than one building site except for those lots which are zoned R-3 multi-family, but more than one lot may be used for one dwelling.

2. No structure shall be erected, altered or remain on any residential lot other than one single family dwelling, not to exceed two (2) stories in height and the appurtenances thereto and shall contain a minimum of 850 square feet. Each house shall contain at least a one (1) car garage. All homes must be "stick built" in nature and erected on site. Manufactured housing is expressly prohibited.

3. Garages, porches and basements shall not constitute main floor area for the purpose of complying with these protective covenants and restrictions.

4. No used building or other structure shall be moved on to any lot.

5. No trailer, basement and / or garage erected or placed in this addition shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

6. All dwellings erected in said addition shall be constructed in compliance with existing building requirements and shall harmonize in external design, appearance and location on the lot and in order to establish and maintain such construction in harmony, design and appearance. No residence shall be erected, placed or altered on any lot in this addition until the building plans, specifications and plot plan showing the location of such residence have been approved by Augusta Developers, L.L.C. or the Architectural Committee hereinafter provided for. Said Augusta Developers, L.L.C. or the said

*amendment to Covenants B & 900 Pg 195*

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MEM ✓  
CAMP ✓  
SHO ✓

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Any covenant, condition or restriction in this document indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. §3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. §3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

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Architectural Committee shall be entitled to no compensation for services performed to this covenant.

7. No owner shall modify, change or remodel any exterior portion of their dwelling without permission of Augusta Developers, L.L.C. or the Architectural Committee, including color.

8. Fencing. Cedar or wrought iron fence; not to exceed six (6) feet in height can be used on the property lines of the lot owner. Chain link fence, not to exceed four (4) feet in height can be used on the property lines of the lot owner.

9. Outbuildings. The exterior of all outbuildings must be finished with paint or other decorative materials that is similar to the house. Any such building must be constructed in a good and workmanlike manner. Metal outbuildings are expressly prohibited.

10. Recreation vehicles. All recreation vehicles including campers, camper trailers, travel trailers, fifth wheel travel trailers, motorhomes or similar items must be parked behind the building set back line next to the house.

11. All dwellings shall comply in every way with the City of Augusta building codes and zoning ordinances.

12. Easements are hereby created and reserved for utility installations and maintenance. No planting structure or other material may be placed in a utility or drainage easement which could interfere with or obstruct such easement as shown on the plat filed with the Register of Deeds of Butler County, Kansas.

13. No animals, poultry or fowl of any kind other than house pets belonging to the household and then no more than two (2) pets of any type over the age of six months shall be kept or maintained on any part of the real estate subject to these covenants. No animals are to be kept or bred for commercial purposes.

14. Residences must be hooked to municipal water and sewer systems, except water wells for the exclusive purpose of lawn irrigation are permitted.

15. Trash, garbage or other waste shall be kept in sanitary containers stored in enclosed areas not visible from the street.

16. No signs may be erected or maintained on any lot except for the purpose of advertising the lot or dwelling for sale or lease except for those lots which are zoned R-3 multi-family in which the signs must be decorative in nature and match the architectural design of the buildings.

17. The Architectural Control Committee shall be composed of the members of Augusta Developers, L.L.C. until such time that 90% of the lots are sold. At that time three (3) members will be elected by the lot owners.

18. Plans and specifications are to be submitted as herein provided unto Augusta Developers, L.L.C. c/o Sharp Realty, 430 Walnut, Augusta, KS 67010. In the event that any person desiring to submit plans and specifications cannot make delivery at the aforesaid address then personal delivery to any member of Augusta Developers, L.L.C. or the Architectural Committee shall be deemed proper submission. The undersigned or the committee shall approve or disapprove such plans and specifications submitted to them or it within seven (7) days after receipt of the same; and if they or it fail to approve or disapprove in writing, within such period, such plans and specifications shall be deemed to have been accepted and the persons submitting the same may proceed with construction in accordance therewith; provided however that nothing herein shall be construed by action or omission to act by the undersigned or the Committee to waive, alter or change any of the specific provisions of the within covenants and any person constructing on the subject property shall comply with such rules and regulations and the property shall comply with such rules and regulations and the undersigned, or the committee, shall be authorized or empowered to waive the same by implication or action.

19. Only those builders enrolled in the builders program of the Belmont Place Addition Butler County, Kansas will be permitted to construct a dwelling in said addition.

20. A lot owner will be permitted twelve (12) months from date of lot purchase to commence construction. Completion of any residential structure shall not exceed six (6) months.

21. No retail, wholesale, manufacturing or repair business of any kind shall be permitted on any lot or in any structure or appurtenant structure erected thereon, even though it does not include the employment of any additional person or persons in the performance of such services. No activity which may be or may become an annoyance or nuisance to the neighborhood shall be carried on upon any lot or in any structure or appurtenant structures erected thereon.

22. These restrictions and covenants are to run with the land and shall be binding upon each owner, their successors and assigns and all persons claiming by through and under them until January 1, 2007 at which time such covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the landowners in the addition vote to remove, alter or change said restrictions or covenants in whole or in part and such changes and alterations shall be effective as of such date and time as they are recorded in the office of the Register of Deeds of Butler County Kansas.

23. If the undersigned or any future owner or owners of any lot or lots in said addition shall violate or attempt to violate any of the restrictions or covenants herein it

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At 4:55 P.M. # 6667  
Book 900 Page 195  
Fee \$8.00 (2)

RTN: Butler County Title (14)

**FIRST AMENDMENT  
TO DECLARATION OF PROTECTIVE COVENANTS FOR BELMONT PLACE ADDITION, CITY  
OF AUGUSTA, BUTLER COUNTY, KANSAS**

This amendment is made this 25th day of June, 1998 by the owners of property described to wit: all of Belmont Place Addition an addition to the city of Augusta.

Witnesseth:

Whereas Augusta Developers L.L.C. executed and filed restrictive covenants with the Register of Deeds of Butler County, Kansas on the 15th day of May, 1997 and recorded in book 809, page 44 whereas the above described property has been previously conveyed to parties who have joined in the execution of this declaration and, whereas the owners of the above described property desire to amend the restrictive covenants which now exist on such property for the purpose of establishing a Homeowners Association to enforce and uphold the restrictive covenants of Belmont Place Addition and maintain the commons areas of said such addition.

Definitions:

1. "association" shall mean and refer to Belmont Place Masters Association, a non-profit entity, its successors and assigns
2. "lots" shall mean and refer to those lots located in Belmont Place Addition an addition to the City of Augusta, Butler County, Kansas which lots are encumbered by this declaration
3. "owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, including contract sellers, but excluding those persons or entities having an interest merely as collateral for the performance of an obligation
4. "developers" shall mean and refer to Augusta Developers L.L.C.
5. "regular assessment" shall mean and refer to an assessment determined by the board and ratified by the members, due on the first day of each year
6. "periodic assessments" shall mean and refer to assessments which may be established by the Board from time to time to enable such board to carry out their powers and duties as provided in the By-laws of the Masters Association
7. "board" shall mean and refer to the duly elected Board of Directors of the Master Association
8. "property" shall mean and refer to Belmont Place Addition, an addition to the City of Augusta, Butler County, Kansas, of which shall include both lots and the reserves of which the legal description is: "the N.E. 1/4 of the N.W. 1/4 of the East 1/2 of the S.E. 1/4 of the N.W. 1/4, section 14, township 27 S, R4E, of the 6<sup>th</sup> P.M., 60 acres more or less
9. "common areas" or "reserves" shall mean and refer to: "the island located on Linden Ct. in Block 1 Belmont Place Addition, Reserve "A" ", and "the concrete fence located within the fence and utility easement on the south side of Belmont Place Addition".

The Association:

1. A homeowners association shall be formed as a non-profit corporation, which shall be designated as Belmont Place Masters Association
2. Each owner shall be a member of the association
3. Each owner shall have one vote (1) in the association. When more than one person holds an interest in a lot, all such persons shall be members, but the vote for such lot shall be exercised as they may determine, and in no event shall more than (1) one vote be cast on behalf of any owner regardless of the number of lots owned.
4. By the acceptance of the deed to any lot, each owner shall be deemed to have consented to pay to the association the regular assessment and the periodic assessment which shall be established by the home owners association. All such assessments together with interest, costs, and reasonable attorney fees shall be the personal obligation of the owner of the lot at the time the assessment becomes due.
5. The assessments levied by the association shall be used exclusively to maintain and improve the common areas of the property: to plant, trim, and replace when necessary

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trees, shrubs, and grass in the common areas of the property, to maintain the irrigation system in these areas and pay for the watering of these areas, to maintain the concrete fence, to purchase insurance and such other services as may be determined by the board from time to time to promote the recreation, health, safety, and welfare, of the residents of the property.

- 6. Assessments become delinquent after thirty (30) days from the date on which they are due, and thereafter such assessment shall bear interest at the rate of one percent per month. In the event any assessment becomes delinquent, the board may file a lien against the lot owned by such owner, for the amount of the unpaid assessment, interest, costs, and reasonable attorney fees.
- 7. Any lien for unpaid assessments shall be subordinate to the lien of any duly recorded mortgages. The sale or transfer of any lot after a lien attaches, shall not affect the assessment lien.

In witness whereof, Augusta Developers L.L.C. and owners of record have executed this amendment to the Declaration of Protective Covenants for Belmont Place Addition, City of Augusta, Butler County, Kansas.

Augusta Developers L.L.C.

Eric T. Groves  
Eric T. Groves  
Walter L. Sharp  
Walter L. Sharp  
Owners of Record

Kevin U'rein  
Kevin U'rein  
Craig Sharp  
Craig Sharp  
Address

Louis Weiss  
Louis Weiss  
Owners of Record  
Address

<u>Rick Williams</u>	<u>2406 Pembroke Ct.</u>	<u>Dan + Shannn Robert</u>	<u>1024 Emb</u>
<u>Gavin Fitzpatrick</u>	<u>2402 Pembroke Ct.</u>	<u>Ryan + Jozette</u>	<u>1024 Emb</u>
<u>Kathy A Wolford</u>	<u>2500 Danbury Rd</u>		
<u>Jeanne Mulliken</u>	<u>2502 Maingate Dr.</u>		
<u>Michael Muckler</u>	<u>2501 Maingate Dr.</u>		
<u>Denise Hambale</u>	<u>2405 Pembroke Ct.</u>		
<u>Robert L. Beck</u>	<u>2401 Pembroke Ct.</u>		
<u>Cynthia D. Beard</u>	<u>1025 Pembroke Rd</u>		
<u>Eric T. Groves</u>	<u>2421-2423 Lynden Ct.</u>		
<u>Thom Beronney</u>	<u>2400 Pembroke Ct</u>		
<u>Nellie English</u>	<u>2400 Maingate Dr.</u>		

STATE OF KANSAS )  
                                  )  
BUTLER COUNTY )      SS.

The foregoing instrument was acknowledged before me this 20th day of May, 1998, by Augusta Developers L.L.C., members of which are personally known to me, and Owners of Record of Belmont Place Addition, all of which are personally known to me, said persons duly acknowledged before me their execution of the same as and for their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at Augusta, Kansas, on the date first above written.

Julie Pritchard  
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Notary Public

