

RESTRICTIVE COVENANTS AND CONDITIONS
PERTAINING TO LOTS IN
LEDGESTONE RIDGE, UNIT TWO
AN ADDITION TO THE CITY OF MANHATTAN,
RILEY COUNTY, KANSAS

KNOW ALL PERSONS BY THESE PRESENTS THAT: The owners of lots One (1) through Thirty-Five (35) inclusive, in Ledgestone Ridge, Unit Two, an Addition to the City of Manhattan, Riley County, Kansas, do hereby adopt the following restrictions and covenants applicable to all the aforesaid lots in said addition and do hereby declare that the aforesaid lots in said addition shall be subject to the following covenants and restrictions, to wit:

SECTION I: USE OF LAND

None of said lots may be improved, used or occupied for other than residential purposes, and no duplex or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said lots shall be designed for occupancy by a single family. All construction shall be new construction; no house, garage, or outbuilding shall be moved onto any lot including housing constructed elsewhere. Small tool or lawnmower sheds (6x8 or smaller) may be placed or moved onto any lot.

SECTION II: PERMITTED HEIGHTS OF RESIDENCES

No residence erected on any of said lots shall be more than two stories in height.

SECTION III: REQUIRED SIZE OF RESIDENCES

Any residence one story in height erected on any of said lots shall contain a minimum of 1500 square feet of enclosed floor area.

Any residence two stories and one and one half stories in height erected on any of said lots shall contain a minimum of 1600 square feet of enclosed floor area, of which at least 1100 square feet shall be on the first floor.

Any split-level, bi-level, or tri-level residence erected on any of said lots shall contain at least 1600 square feet of enclosed area, of which no less than 1300 square feet shall be at or above the garage floor level.

The words "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floors of the residence enclosed and finished for all-year residency, computed on outside measurements of residence, and shall not mean or include any areas in below grade basements, garages, porches, decks or attics.

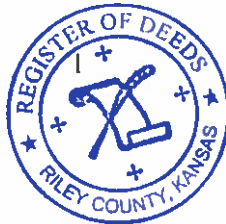
SECTION IV: FOUNDATIONS

Crawl space, full basement, and partial basements are allowed with an adequate drainage system and waterproofing provided around perimeter. No slab foundations will be permitted without written Developer approval prior to building permit being issued.

Book: 868 Page: 6434



Riley County Scanning Label



Debra J. Register
Register of Deeds
Riley County, Kansas
Book:868 Page:6434
Receipt #: 203572 Total Fees: \$48.00
Pages Recorded: 4
Date Recorded: 11/21/2016 1:50:20 PM

SECTION V: BUILDING CONSTRUCTION

Building siding shall be of brick, stone, stucco, wood, Masonite, hardy cement siding, vinyl siding or any combination of the above with a minimum of twenty-five percent (25%) of the front elevation being masonry type finish, ie: brick, stone, stucco, EFIS, cultured stone or thin veneers. Homes shall be built according to the International Building Codes (IBC) with roof pitches of at least 5/12 and minimum 12" overhangs.

SECTION VI: AIRPORT OVERLAY

The lots in Ledgestone Ridge, Unit Two, are within the Airport Overlay District and under Federal Air Regulation Part 77 – Objects Affecting Navigable Airspace for the Manhattan Regional Airport. As such, any construction projects on these lots are subject to the Federal Aviation Administration FAA Form 7460, Notice of Proposed Construction or Alterations, for review prior to issuance of a building permit and construction. All construction in this development must be in compliance of this airport overlay district. Owner acknowledges that notice must be given to FAA when construction reaches maximum height.

SECTION VII: SIDEWALKS

Sidewalks are required on one side of street as per plat. Purchaser of lot is responsible for the sidewalk on lot as per City of Manhattan requirements.

SECTION VIII: GARAGES

Said lots shall have a double car garage with minimum width of twenty feet (20'). For the purposes of these covenants, split level, bi-level, and tri-level homes, as well as two story homes, may have the garage below living space.

SECTION IX: LANDSCAPE

Lots 1 – 8, inclusive, and lots 17 – 35, inclusive, yards are to be planted and maintained to the rear lot line.

On lots 9 – 16, inclusive, yards are to be planted and maintained to the conservation and drainage easement as identified on the Ledgestone Ridge, Unit Two Final Plat.

SECTION X: OUTSIDE ANTENNAS AND OTHER APPARATUS PROHIBITED

No air conditioning apparatus, electrical or gas meters, or unsightly projections shall be attached to the front of the house. No radio or television transmitting or receiving antenna, solar collector or satellite television dishes over 30 inches in diameter may be erected or maintained outside of any residence on any of said lots. Air conditioning units and small satellite television dishes shall be shielded from view from the front of the lot by plantings or by placement to the rear of the house.

SECTION XI: FUEL TANKS PROHIBITED

No tank for the storage of fuel may be placed or maintained on any of said lots.

SECTION XII: LIVESTOCK AND POULTRY PROHIBITED

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. There shall be a maximum of two dogs per residence. Any dog run shall be placed to the rear of all residences, out of sight from the street and shall not be greater in width than the street side width of the residence.

SECTION XIII: BILLBOARDS PROHIBITED

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of said lots, provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, with a residence built thereon, which advertising shall not be more than five square feet in size and may be used for the sale and exclusive purpose of advertising for sale or lease of the lot or tract upon which it is erected. Developer will be allowed to erect and maintain a development sign.

SECTION XIV: TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Any builder's shack constructed to facilitate the building of a house shall be removed within a reasonable length of time after the house is completed. No residential structure previously used or constructed at another location shall be moved onto any lot.

SECTION XV: NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The landowner shall keep all weeds and grass mowed in compliance with the City of Manhattan code provisions.

SECTION XVI: PARKING

Parking or storage of motorboats, houseboats, or other similar water born vehicles, recreational vehicles and equipment including campers, trailers, mobile homes, trucks and racecars will be permitted only in an attached, enclosed garage or in the driveway. No parking of such vehicles will be allowed on the public streets or in front, side or back yards.

SECTION XVII: AUTOMOBILES

No inoperative automobile or automobile without a valid license shall be placed upon any lot herein for more than forty-eight (48) hours unless stored or parked in a garage.

SECTION XVIII: DURATION OF RESTRICTIONS

These covenants shall run with the land and shall be binding upon all parties hereto and on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive

periods of ten (10) years unless an instrument signed by a simple majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. it being understood that an owner shall be entitled to cast as many votes as he/she may own lots in said addition.

SECTION XIX: ENFORCEMENT

Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SECTION XX: SEPARABILITY

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

IN WITNESS WHEREOF, these restrictive covenants have been executed on this 21 day of November, 2016.

Stone Pointe Land Company, LLC
A Kansas Limited Liability Company

Tim Schultz
Tim Schultz, Member

Angela Schultz
Angela Schultz, Member

STATE OF KANSAS
COUNTY OF RILEY

BE IT REMEMBERED, that on this 21 day of NOVEMBER, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tim Schultz and Angela Schultz, who are known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledge the execution of the same.

* members of Stone Pointe Land Company, LLC.

IN TESTMONY WHEREOF, I have hereunto set my hand and affixed my notaries seal on the day and year last above written.

Paxton LeMoine
Notary Public
PAXTON LeMOINE
Notary Public - State of Kansas
My Commission Expires My Appt. Expires 2/15/2020

My Commission Expires