



2019R16114

**SHAWNEE COUNTY, KANSAS
REGISTER OF DEEDS
REBECCA J. NIOCE
DATE RECORDED:
10/03/2019 03:38:20 PM**

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

This First Amendment to Declaration of Restrictions made this 3rd day of October, 2019, by Arthur A. Glassman, Executor of the Estate of James W. Sloan, sole member of OG Real Estate, LLC, sole owner of Capricorn Woods Subdivision Number 3.

RECITALS

WHEREAS, Declaration of Restrictions were recorded on November 14, 2005 in Book 4289, Page 505 in the Office of the Register of Deeds of Shawnee County, Kansas, placing restrictions on the lots in Capricorn Woods Subdivision Number 3; and

WHEREAS, the said Declaration of Restrictions were made by James W. Sloan, a single person; and

WHEREAS, by Kansas Quitclaim Deed recorded December 28, 2012, in the Office of the Register of Deeds of Shawnee County, Kansas, in Book 5062, Page 73, James W. Sloan transferred all of his interest in Capricorn Woods Subdivision Number 3 to OG Real Estate, LLC; and

WHEREAS, the purpose of this First Amendment is to amend the square foot requirement for the main floor of a ranch type dwelling.

NOW, THEREFORE, in consideration of the premises, the undersigned, for itself, its successors and assigns, and for their future grantees, hereby agrees that the said Declaration of Restrictions are amended as follows:


1. Paragraph 3.(a) is hereby amended to read as follows:

(a) In a ranch type dwelling the main floor area must cover one thousand four hundred (1,400) square feet;

2. In all other respects, the Declaration of Restrictions recorded November 14, 2005, in Book 4289, Page 505 in the Office of the Register of Deeds of Shawnee County, Kansas, are ratified and confirmed.

IN WITNESS WHEREOF, OG Real Estate, LLC, by its sole member, Arthur A. Glassman, Executor of the Estate of James W. Sloan, has caused this First Amendment to Declaration of Restrictions to be signed this 3rd day of October, 2019.

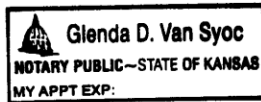
OG REAL ESTATE, LLC, a Kansas limited Liability company

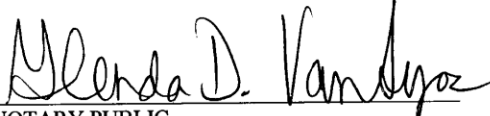
By:  Executor
ARTHUR A. GLASSMAN, Executor of the Estate of James W. Sloan
Sole Member

STATE OF KANSAS, COUNTY OF SHAWNEE, ss:

BE IT REMEMBERED, that on this 3rd day of October, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Arthur A. Glassman, Executor of the Estate of James W. Sloan, sole member of OG Real Estate, LLC, who is personally known to me to be the same person who executed the above and foregoing instrument of writing and such person duly acknowledged the execution of the same to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.




NOTARY PUBLIC

My appointment expires:

1-11-2020

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DECLARATION OF RESTRICTIONS

REGISTER OF DEEDS
SHAWNEE COUNTY, KANSAS

WHEREAS, James W. Sloan, a single person, having heretofore executed a plat of Capricorn Woods Subdivision Number 3 , which plat was recorded on the 23rd day of February, 2005, in Book 40 of Plats at Page 90, in the office of the Register of Deeds, Shawnee County, Kansas, and having heretofore dedicated to the public all of the streets, roads and easements as are shown thereon, now desires to place restrictions on the lots in said subdivision for the use and benefit of the present owners and for their future grantees.

NOW, THEREFORE, in consideration of the premises, James W. Sloan, a single person, for himself and for his successors and assigns, and for their future grantees, hereby agrees that all of said lots in Capricorn Woods Subdivision Number 3 shall be and are hereby restricted as to their use in the manner hereinafter set forth.

1. For the purpose of these restrictions, the word "street" shall mean any street, terrace, lane, boulevard or road of whatever name which is shown on the recorded plat of Capricorn Woods Subdivision Number 3, and which has been heretofore dedicated to the public for the purpose of a public street.

The word "lot" may mean either any lot as platted, or any tract, or tracts of land as conveyed, which may consist of one or more lots, or a part or parts of one or more lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. A corner lot shall be deemed to be any such lot as platted, or any tract of land as conveyed, having more than one street contiguous to it. The street upon which the lot, or part thereof fronts, shall be deemed to be a front street; any other street contiguous to any such lot shall be deemed to be a side street.

2. None of said lots may be improved, used or occupied for other than private residence purposes, and no duplex, flat or apartment house, though intended for residence purposes may be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family.

3. Each dwelling erected on said property must have the following minimum square foot area exclusive of basement, attached garage or porches.

(a) In a ranch type dwelling the main floor area must cover one thousand five hundred fifty (1,550) square feet;

(b) Bi-level, tri-level or one and one-half story must contain total finished living area on all above ground levels of not less than one thousand seven hundred fifty (1,750) square feet;

(c) A two story dwelling must contain at least one thousand (1,000) square feet on the main floor, and a minimum of nine hundred (900) square feet on the second floor;

(d) Each dwelling must have a minimum of 5/12 pitch roof; all roof's shall be composed of minimum 25 years laminated architectural shingles, aluminum shakes, wood shake, slate, or concrete or clay tiles.

4. Each dwelling erected on said property must have in connection therewith the following:

(a) A free standing, attached or built-in double garage; any free standing garage shall be architecturally consistent in design with the principal dwelling.

(b) A double driveway sixteen (16) feet minimum in width;

(c) A four-foot wide, four-inch thick concrete sidewalk along the street easement, one foot from property line, five inches above curb and 1/4 inch per foot slope towards street to be installed by owner of the lot.

(d) A minimum of 10-foot side yard to be maintained on all lots unless otherwise indicated on plat plan.

5. The construction of any dwelling permitted herein shall be completed within eight calendar months from the time construction begins.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, guest houses, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No sheds, storage buildings or structures of a similar character may be erected or maintained on any lot.

7. No cattle, horses, swine, sheep, goats or poultry of any kind shall be kept on any platted lot or lots which the developer has sold or transferred to individuals or companies for developing. The keeping and/or breeding for commercial purposes of dogs, cats, birds or

other animals shall be strictly prohibited. Not more than three (3) cats or three (3) dogs may be kept on any premises beyond the age of three (3) months.

8. No trash, ashes or other refuse may be thrown or dumped on any lot in this subdivision. Each landowner shall be responsible for the removal of garbage and refuse from his/her property by a licensed refuse hauler on at least a weekly basis. All garbage and refuse shall be contained and out of view from the street and neighbors. All lots shall be kept mowed to a reasonable height and all trees and shrubs shall be kept trimmed, so as to present a reasonable appearance.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. Any dwellings erected upon the above described real estate must be of new construction and no building shall be moved onto the above described real estate from some other location.

11. No motor vehicles larger than a conversion van shall be kept, garaged or permanently stored on any of said lots.

12. Any water craft are to be housed in an enclosed structure and may not be parked, stored or otherwise kept on any lot outside of an enclosed structure.

13. No firearms are to be discharged in this area.

14. No motor homes, buses, campers, house trailers, modular homes or similar vehicles or structures shall be allowed at any time on any of said lots and shall not be stored or kept on any of said lots.

15. No satellite dishes in excess of twenty four (24) inches in diameter shall be allowed in said subdivision and all satellite dishes shall be so located as to be not visible from any street.

16. No solar energy panels shall be permitted in connection with any structure in said subdivision unless said panels are so located as to be not visible from any street.

17. No chainlink or other wire fences shall be allowed on the subject property except if enclosed by a permanent fence, so as not to be visible from any adjacent street or adjacent lot. All property line fences shall be constructed of cedar, vinyl or split rail materials

with a maximum height of six (6) feet above the ground level. All other types of fencing materials are strictly prohibited, except as provided above.

18. The owners shall appoint an Architectural Committee and plans for all dwellings and structures shall be submitted to the committee for approval. The original committee shall consist of Gregory J. Bien, Marlene J. Bien and James W. Sloan. No construction shall be commenced until written approval has been granted by the Architectural Committee. A complete set of dwelling plans, together with any outbuilding plans, if the same are to be erected, shall be filed with the committee and will be returned when construction is completed. Submissions shall be acted upon by the committee within 30 days. Judgment by the committee shall be for the purposes of conformance to the restrictions and architectural relationship to the other dwellings, and features of good design for the best interest of all residents in the development.

19. No tanks for the storage of liquids shall be placed above or below ground.

20. No sign shall be permitted on any lot, except a sign no larger than 150 square inches for the purpose of occupant identification, and a sign no larger than six hundred (600) square inches for the purpose of advertising the property for sale or lease. The above restrictions shall not prohibit the erection of signs for the purpose of identification of the subdivision.

21. Easements shall be retained by the owner for the use of public utility services where designated on said plat, with the right to construct, operate and maintain any public utility service and easement to any municipal government or public utility corporation authorized to construct, operate and maintain any such public utility.

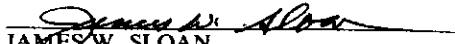
22. No fences or walls shall be erected or maintained on any lot nearer a front street than the front building limit line of said lot.

23. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said restrictions in whole or in part.

24. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictions either to restrain violations or to recover damages.

25. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, James W. Sloan, a single person, has caused this Declaration of Restrictions to be signed this 6th day of April, 2005.


JAMES W. SLOAN

STATE OF KANSAS, SHAWNEE COUNTY, ss:

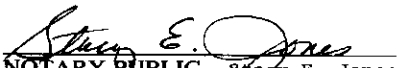
BE IT REMEMBERED, that on this 6 day of April, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JAMES W. SLOAN, a single person, who is to me personally known to be the same person who executed the above and foregoing instrument of writing and such person duly acknowledged the execution of the same to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



My Appointment Expires:

June 26, 2005


NOTARY PUBLIC, Stacy E. Jones