

**SPRING CREEK ESTATES  
DECLARATION OF AMENDED COVENANTS,  
CONDITIONS, RESTRICTIONS**

**SECTION ONE  
DEDICATION**

Seneca Community Investors, LLC, a Kansas limited liability company, hereinafter referred to as "LLC", has caused to be surveyed and platted the lands described below under the name of "Spring Creek Estates, a subdivision of the City of Seneca, Nemaha County, Kansas" and has caused the same to be divided into blocks, lots, streets, avenues, drives, and public ways, and has previously dedicated the streets, avenues, drives, and public ways, as shown on the plat of the addition, to the public use. Said tracts of land have been transferred to the City of Seneca, Kansas, which now holds title to said property, subject to the contract interests of Seneca Community Investors, LLC. Lots have also been transferred to Thomas L. Haverkamp and Deborah A. Haverkamp, husband and wife, Joseph G. Hulsing and Joleen F. Hulsing, husband and wife, and Duane E. Crosier and Lois I. Crosier, husband and wife.

The City of Seneca, Kansas, Seneca Community Investors, LLC, Thomas L. Haverkamp and Deborah A. Haverkamp, husband and wife, Joseph G. Hulsing and Joleen F. Hulsing, husband and wife, and Duane E. Crosier and Lois I. Crosier, husband and wife, being all of the owners and interested parties of the property described below, do hereby amend the covenants, conditions, and restrictions to Spring Creek Estates as follows.

**SECTION TWO  
DESCRIPTION**

The following is a particular description of the lands embraced within the above mentioned plat and within the terms and provisions of this declaration:

Lots 1 - 55, Spring Creek Estates, a subdivision of the City of Seneca, Nemaha County, Kansas.

**SECTION THREE  
RESERVATIONS, RESTRICTIONS AND COVENANTS**

The parties declare that the land, shown on the plat, is held and shall be conveyed subject to the reservations, restrictions, and covenants set forth in this declaration as amended herein.

## **SECTION FOUR DEFINITIONS**

4.1 Committee. The committee shall be designated by the Management Committee of the LLC until such time as 51% of the lots have been sold. At that time, the homeowners shall appoint the committee to assume the responsibilities for enforcement of the restrictions and covenants set out herein. Each lot owner shall have one vote for each lot, however, the LLC shall have 55 votes for each lot unsold, whether titled in the City or the LLC.

4.2 Lot Owner. The publicly recorded owner(s), their agents, or assignees of any lot(s) within the "Spring Creek Estates.

4.3 Corner lot. A corner lot is one that abuts on more than one street.

4.4 Side street. A side street is a street on which a lot fronts.

4.5 Plot. A plot is intended to mean a single piece of parceled land consisting of one lot or more or less than one lot. A plot shall be deemed to front on the street or streets as the lot or lots constituting the plot. No platted lot shall be subdivided to create smaller, additional building lots.

4.6 Building limit line. The building limit line is the line marked "building limit line," as shown on the plat, or as changed by the parties in accordance with the provisions in this declaration.

4.7 Outbuilding. Outbuilding means an enclosed covered structure not directly attached to the dwelling which it serves.

4.8 Street. Street includes any street, drive, boulevard, road, lane, way, terrace, or court as shown on the plat.

## **SECTION FIVE USE OF LAND**

5.1 The lots shall be used for detached single-family dwellings only, except for Lots 6,7, 8, 9, 10, 30, 31, 32, 33, 34, 42, 43, 44, 45, 51, 52, 53, and 54, which may be used for R-2 multi-family dwellings. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done on any lot that may be or become an annoyance or nuisance to the neighborhood.

5.2 No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

5.3 No structure shall be moved on any lot in the subdivision, all structures must be constructed on-site. No log homes, pre-fabricated homes, underground homes or modular homes shall be permitted in the subdivision. At least three corners of the main level of the structure shall be at or above ground level. No structure shall be constructed in the subdivision unless it meets with the approval of the committee referred to in this declaration pursuant to Section Seven.

5.4 No wood-splitter, hauling trailer, recreational vehicle, antique automobile, aircraft, boat, or other water-borne craft, may be permanently housed, stored or maintained in the subdivision, either on the lot or on the street or road adjoining the lot; provided that nothing herein shall prevent a lot owner from temporary storage of such items for a period not to exceed three days per month for routine maintenance. This shall not preclude storage of such items in a completely enclosed garage which otherwise conforms to the requirements of these covenants.

5.5 All lots, whether improved or unimproved, shall be neatly mown and no weeds, underbrush, or other growth shall be permitted to grow or remain upon the property. Maximum grass height shall be eight (8") inches. No refuse pile, wood pile, rock pile, brush pile, debris or unsightly objects shall be allowed to remain on any property. The committee shall have the right to enter the premises to enforce this provision at the expense of the lot owner. However, the LLC shall be exempt from the grass height restrictions on all unsold lots.

5.6 No work, exploration, drilling, or mining of any minerals or quarrying, drilling, or mining of any minerals, rock, soil or material of any nature shall be conducted in the subdivision. No excavation of any nature shall be made within the subdivision except as may be incident to the installation of utility services, drainage lines, preparation of building sites, construction of dwellings, swimming pools, and tennis courts, grading of streets and roads, and other related purposes.

## **SECTION SIX DWELLING REQUIREMENTS**

6.1 Every dwelling erected on any plot shall front or present a good frontage on the street on which the lot fronts. Dwellings on corner lots shall have a presentable frontage on all streets on which the particular corner lot abuts. All dwellings shall be constructed with the front within five feet of the lot setback line.

6.2 Driveways must connect the garage attached to the dwelling and the street. Driveways must be constructed of concrete at least four inches (4") thick, no gravel driveways shall be permitted. All dwellings must have a sidewalk adjacent to the road or street five (5) feet wide which runs the length of the property street frontage. Mailboxes shall be constructed upon occupancy of the dwelling in accordance with standard practices in groups of four placed as designated by the committee.

6.3 All dwellings shall be constructed with a minimum 6/12 pitch roof angle. Shingles must be architectural-grade composition shingles, tile, metal-tile, or shake shingles. No agricultural-style metal roofs shall be permitted. Roof materials must be approved by the committee.

6.4 Exterior surfaces of the dwelling shall be constructed of the following materials: brick, stone, stucco, dryvit, or a masonry product, except that no more than 50 percent of the exterior surface, excluding roof and glazing, may be pre-finished or paintable wood or hardboard siding with a maximum lap of eight inches (8") on horizontal siding. All exterior materials must be approved by the committee. All dwellings must have a house number on the frontage side, exterior of the dwelling, of a minimum height of five (5) inches.

6.5 No improvements on the property will be constructed or maintained in such a way as to cause reflected sunlight to be a nuisance or annoyance to other lot owners. No window shall contain any reflective material such as aluminum foil.

6.6 Construction of any structure within the subdivision shall be completed within 12 months from the date construction begins and shall proceed with all reasonable diligence. During construction, the street and construction site shall be kept clear from debris, to include keeping the street or road clear of mud and dirt during the construction process.

6.7 All excess dirt excavated during construction shall be offered to the committee first. If accepted by the committee, excavated dirt shall be deposited and leveled as designated by the committee. If the committee does not utilize the dirt, the excavated dirt shall be removed promptly from the construction site.

6.8 All electrical service lines servicing individual lots into the subdivision shall be buried from the main power source at the lot owner's expense.

6.9 All exterior fireplace chimneys fire pipes shall be enclosed with brick or stone or the same material as the exterior of the principal residential structure. No exposed flue pipes shall be permitted.

6.10 Lot Owner(s) shall cause all garbage and other like materials to be disposed by and in accordance with accepted sanitary practices. All garbage and trash containers shall be stored within the house and/or garage, except that garbage and trash containers may be set out the morning of trash pickup. No trash, ashes or refuse may be dumped, placed or stored within the subdivision. No trash or garbage shall be burned within the subdivision.

6.11 Lot Owner(s) shall maintain the exterior appearance of their property including, but not limited to, repairing, painting, replacing and caring for roofs, gutters, down spouts, and exterior building surfaces, trees, shrubs, grass, walks, and other

exterior improvements sufficient to keeping the property from deteriorating or becoming unsightly.

## **SECTION SEVEN APPROVAL OF PLANS**

No residence, building, fence, wall, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or change or alterations in, these structures be made, until plans and specifications, color scheme, plot plan, floor elevation, grading plan, and/or other information satisfactory to the committee shall have been submitted to and approved in writing by the committee and two complete sets of copies of these as finally approved, lodged with the committee. In so passing on such plans, specifications, and other requirements, the committee may take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built, to the site on which it is proposed to erect same, the harmony of such structures with the surroundings, and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property.

By approval of the plans, the committee shall not be responsible for any structural defects in such plans or specifications or in any structure constructed in accordance with such plans and specifications. The committee shall have no responsibility to inspect construction of structures, all inspections shall be made in accordance with City of Seneca ordinances.

## **SECTION EIGHT SIZE OF DWELLING**

Any dwelling erected wholly or partially on any of the lots shall have a ground floor square foot area, exclusive of open porches or attached garages, of not less than 1,500 square feet for a single-story structure, 1,200 square feet for a multi-level structure with a total of 2,400 square feet for a two-story, split level or one and a half story residence. Garages must be attached and shall have at least a two-car capacity. Multi-family structures must be at least 1400 square feet per unit on the ground floor.

## **SECTION NINE OUTBUILDING REQUIREMENTS**

No outbuilding shall be permitted on any exterior lot. Exterior lots for this requirement shall be defined as any lot adjacent to or bordering the golf course. For interior lots, outbuildings shall be consistent with the architectural design, roofing material and external finish of the primary residence. Prior to construction, plans for the outbuilding must be approved by the committee. Outbuildings shall be limited to one story in height and a maximum of 144 square feet. All outbuildings must be

permanently attached to a concrete foundation. No buildings placed on skids shall be permitted. No carports shall be permitted.

## **SECTION TEN DWELLING SETBACK**

No dwelling or any part of it shall be erected or maintained on any plot nearer to the adjoining street or streets than the building limit lines shown on the recorded plat. However, the committee reserves the right to change any building limit line, provided the consent of the holder of the legal title of the land involved is first obtained, but in no event shall a building limit line be changed so as to bring it closer than 25 feet to the front property line and 12 feet nearer any other adjoining lot line. However, uncovered porches, balconies, porte cocheres, or terraces may extend beyond the building limit line and customary architectural appurtenances such as cornices, bay windows, spoutings, and chimneys may extend more than 12 feet nearer any adjoining lot line. Steps leading to dwellings may extend beyond such building limit lines, provided the steps are not higher than the level of the first floor of the dwelling.

## **SECTION ELEVEN LANDSCAPING**

The Committee shall approve all landscaping plans in writing, prior to their implementation. A landscaping plan shall be submitted to the Committee within twelve (12) months of occupancy. As a minimum, seventy-five percent (75%) of the landscaping plan shall be completed within two (2) years of the committee's approval of the plan. Each landscaping plan shall include two (2) shade-type trees in the front yard and two (2) shade-type trees in the back yard. These minimum tree requirements shall be planted within two (2) years of the approval of the plan.

## **SECTION TWELVE EASEMENTS**

12.1 No building or other permanent structure shall be erected or maintained on any part of any area indicated as "easement", but the owners of the lot may erect and maintain a fence, wall, or hedge along the property line within the easement, but subject at all times to the prior right to use the area for public or quasi-public purposes.

12.2 The right is reserved to locate, construct, erect, and maintain, or cause to be located, constructed, erected, and maintained within the area indicated on the plat as "easement," sewer and other pipelines, conduits, poles, and wires, and any other methods of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

12.3 The committee shall have the right at any time to extinguish or vacate such easements and rights-of-way as to all or any portion of the property, subject to any agreement regarding use of easements which may be in force at that time.

12.4 The LLC reserves the right to use all natural drainage courses located in the subdivision between one or more lines and not more than 10 feet from any line for the purpose of conducting surface water that may drain from other properties owned by the LLC and its assignees. In connection with this right, the LLC reserves an easement and right of way for the purpose of constructing, enlarging, installation of pipes, and reasonable access for ingress and egress necessary for the maintenance, enlargement or improvement of such drainage courses. The LLC shall not be responsible for any water run off between adjoining lots. Neighboring homeowners shall resolve water runoff between their dwellings, without the LLC's input.

### **SECTION THIRTEEN SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS**

13.1 The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign advertising the sale of property shown on the recorded plat is permitted, provided it does not exceed five square feet in size, and except that signs of a larger size, advertising the subdivision, may be erected by the LLC.

13.2 No tank for the storage of water, oil, petroleum, or other fluids may be maintained on any of the lots above the surface of the ground without the written consent of the committee.

13.3 No fence or wall, other than a retaining wall, shall be erected or maintained without the prior written consent of the committee. Any fences or walls approved by the committee shall not be nearer a front or side street than the building limit line. No chain link or similar type fencing, no barbed wire or smooth wire fencing, and no metal "T" post fencing shall be permitted within the subdivision. All fences will be constructed with the finish side out. Fences shall have a maximum height of four feet.

13.4 No pergola, trellis, or free standing structure for purely ornamental purposes may be erected or maintained on any lot nearer a front or side street than the building limit line, without the prior written consent of the committee.

13.5 No permanent provisions shall be made on any lot for the raising of poultry or animals or the housing of cows, horses, or other livestock. No animal, livestock or fowl shall be raised, housed, or kept in the subdivision, except that dogs, cats, or other domesticated household pets may be kept on such property; provided that such animals are not bred or maintained for commercial purposes and shall be confined within the structure. No outside kennels for any animals shall be permitted. No animal shall be

confined by rope, chain or leash on the exterior of the dwelling. No vicious animals, to specifically include pit-bull dogs, shall be permitted in the subdivision.

13.6 No trash, garbage, debris, ashes, or other refuse may be thrown, or dumped on any lot in the subdivision.

13.7 No exterior television or radio antenna, tower, satellite dish, disk or related radio wave receiver shall be constructed, installed or maintained within the subdivision; except that nothing herein shall prohibit installation of a satellite dish not to exceed 36" in diameter attached directly to the dwelling.

13.8 No building material of any kind or character shall be placed or stored on any lot until the owner of it is ready to commence improvements and then the material shall be placed within the property lines of the plot on which the improvements are to be erected and shall not be placed in the streets or between the street and property line.

13.9 No hunting or trapping shall be allowed. Discharging of firearms in any nature shall be strictly prohibited within the subdivision.

#### **SECTION FOURTEEN DURATION**

All of the restrictions and covenants set forth in this declaration shall continue and be binding on the property owners of the subdivision and their successors and assigns for a period of 20 years from the date this declaration is filed for record in the office of the Register of Deeds, Nemaha County, Kansas, and shall automatically be extended after that date for successive periods of 10 years provided, however, that the owners of the legal title to a majority of the lots shown on the recorded plat may release all of the lots restricted from any one or more of the restrictions and covenants, and may release any lot shown on the plat from any restrictions or covenants erected by deed from the committee at the end of the first 20-year period, or at the end of any successive 10-year period after this first period, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments.

#### **SECTION FIFTEEN RIGHT TO ENFORCE**

The restrictions set forth in this declaration shall run with the land and bind the parties and their successors and assigns. All parties claiming by, through, or under the parties shall be taken to hold, agree, and covenant with the parties, their successors and assigns, and with each of them to conform to and observe the restrictions as to the use of the lots and the construction of improvements on them. However, no restrictions in this declaration shall be personally binding on any corporation, person, or persons except in respect to breaches committed during its, his, her, or their possession of the



land. The Committee or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration.

The Committee reserves all rights to enforce all restrictions herein including, but not limited to imposing monetary penalties against the Owner and/or to correct any breach of these restriction. For the purpose of correcting any breach, the committee, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day. Any penalties imposed or cost incurred, including any legal fees, by the Committee shall be a personal liability of the Owner. All pertinent city ordinances must be followed. The failure of the Committee to enforce any of the restrictions set forth in this declaration at the time of its violation shall in no event be deemed to be a waiver of a right to do so subsequently.

### **SECTION SIXTEEN PARTIES RIGHT TO ASSIGN**

The parties, by appropriate instrument, may assign or convey to any person, organization, or corporation, any or all of the rights, reservations, easements, and privileges reserved in this declaration by the parties. On such assignment or conveyance being made, their assigns or grantees may, at their option, exercise, transfer, or assign such rights, reservations, easements, and privileges, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them or it in this declaration.

### **SECTION SEVENTEEN PARTIAL INVALIDATION**

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

### **SECTION EIGHTEEN ENFORCEMENT AND NOTICE**

The covenants and restrictions shall be construed and enforced in accordance with the laws of the State of Kansas. All notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage pre-paid addressed to the parties at their last known address or at such other address specified in writing by the parties.

In witness, the parties have caused this declaration to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

City of Seneca, Kansas

Seneca Community Investors, LLC

\_\_\_\_\_  
By: Joe Mitchell, Mayor

\_\_\_\_\_  
By: Donald L. Lueger, President

Attest: \_\_\_\_\_  
Jane Strathman, City Clerk

\_\_\_\_\_  
Joseph G. Hulsing

\_\_\_\_\_  
Duane E. Crosier

\_\_\_\_\_  
Joleen F. Hulsing,

\_\_\_\_\_  
Lois I. Crosier

\_\_\_\_\_  
Thomas L. Haverkamp

\_\_\_\_\_  
Deborah A. Haverkamp

STATE OF KANSAS, COUNTY OF NEMAHA ) ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2004, by Donald L. Lueger, President, Seneca Community Investors, LLC, a Kansas limited liability company, on behalf of the company.

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

My Appointment Expires:

STATE OF KANSAS, COUNTY OF NEMAHA ) ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2004, by Joe Mitchell, Mayor, and Jane Strathman, City Clerk, City of Seneca, Kansas, a city of the second class, on behalf of the city.

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

My Appointment Expires:

STATE OF KANSAS, COUNTY OF NEMAHA ) ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Duane E. Crosier and Lois I. Crosier, husband and wife.

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

My Appointment Expires:

STATE OF KANSAS, COUNTY OF NEMAHA ) ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Thomas L. Haverkamp and Deborah A. Haverkamp, husband and wife.

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

My Appointment Expires:

STATE OF KANSAS, COUNTY OF NEMAHA ) ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Joseph G. Hulsing and Joleen F. Hulsing, husband and wife.

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

My Appointment Expires: