

Amendment to Restrictive Covenants and Conditions
Pertaining to Lots in
BROOKFIELD ADDITION, UNIT FIVE,
an Addition to the City of Manhattan, Riley County, Kansas

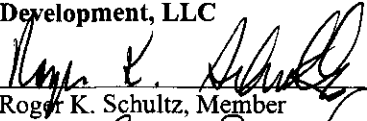
KNOW ALL PERSONS BY THESE PRESENTS, THAT **SSF Development, LLC**, a Limited Liability Company, owner of all of the lots in Brookfield Addition, Unit Five, does hereby desire to amend and does amend the Restrictive Covenants and Conditions Pertaining to Lots in Brookfield Addition, Unit Five, as recorded in Book 817, Page 3547, in the office of the Register of Deeds of Riley County, Kansas, to add the following section, to wit:

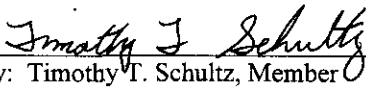
Section IIIA: REQUIREMENT OF ATTACHED GARAGE


Each residence shall contain an attached garage for at least a single vehicle. The conversion of said garage for use as living quarters or otherwise is hereby specifically prohibited.

This term and all other terms and conditions set forth in said restrictive covenants shall be binding on SSF Development, LLC, and the successors and/or assigns of said SSF Development, LLC.

SSF Development, LLC


By: Roger K. Schultz, Member


By: Timothy T. Schultz, Member

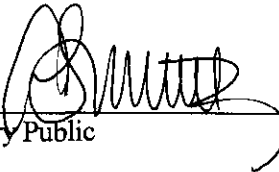

By: Thomas M. Farr, Member

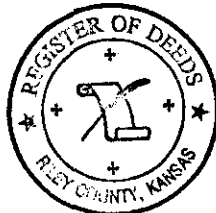
STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED, This instrument was acknowledged before me on the 25 day of July, 2005, by Roger K. Schultz, Timothy T. Schultz, and Thomas M. Farr, being the members of SSF Development, LLC.



My commission expires 5/23/06.


Notary Public



M. Charlotte Shawver
Register of Deeds
Riley County, Kansas
Book: 819 Page: 1487
Receipt #: 35709 Total Fees: \$8.00
Pages Recorded: 1
Date Recorded: 7/25/2005 1:37:44 PM

RESTRICTIVE COVENANTS AND CONDITIONS
PERTAINING TO LOTS IN
BROOKFIELD ADDITION, UNIT FIVE,
AN ADDITION TO THE CITY OF MANHATTAN,
RILEY COUNTY KANSAS



KNOW ALL PERSONS BY THESE PRESENTS THAT: The owners of lots One Hundred and Twenty Four (124) through One Hundred and Sixty One (161), inclusive, and lots One Hundred and Sixty Three (163) through Two Hundred and Fifty Three (253), inclusive, in Brookfield Addition, Unit Five, an Addition to the City of Manhattan, Riley County, Kansas, do hereby adopt the following restrictions and covenants applicable to all of the aforesaid lots in said addition and do hereby declare that all of 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 private residence purposes, and no flat or duplex, or apartment house, although intended for residence 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 on said lots shall be new construction.

SECTION II: PERMITTED HEIGHTS OF RESIDENCES

Any residence erected on any of said lots shall not 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 950 square feet of enclosed floor area; any residence two stories in height erected on any of said lots shall contain a minimum of 1300 square feet of enclosed floor area, of which at least 950 square feet shall be on the first floor.

Any residence one and one-half stories in height shall contain no less than 1300 square feet of which no less than 950 square feet shall be on the first floor. Any split-level house shall contain at least 1300 square feet of which no less than 950 square feet shall be on the main 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 basements, garages, porches, decks or attics.

SECTION IV: CRAWL SPACE OR SLAB

All houses erected on the lots shall be built on a crawl space or slab. Basements will not be allowed. An adequate drainage system shall be installed around the perimeter of the crawl space.

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. Homes shall be built according to the International Building Codes (IBC) with roof pitches of at least 4/12. Minimum 1' overhangs. Elevation grade at center of front foundation, perpendicular to curb, shall be a minimum of 14" to top of concrete for slab on grade construction or top of concrete wall for floor joist supports for crawl space construction.

SECTION VI: SIDEWALKS, CURB CUTS, APPROACHES

Sidewalks are required on one side of street as per plat. Purchaser of lot is responsible for sidewalk on lot as per City of Manhattan requirements. Curb cuts and approaches are pre-established and shall be utilized as per Exhibit A (see attachment) throughout the development.

SECTION VII: 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 VIII: FUEL TANKS PROHIBITED

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

SECTION IX: 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 X: 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 XI: 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.

SECTION XII: 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 XIII: PARKING

Parking or storage of motorboats, houseboats, or other similar water born vehicles, recreational vehicles and equipment including campers, trailers, mobile homes, trucks and race cars 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 XIV: 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 XV: KANSAS GAS SERVICE EASEMENT RESTRICTIONS

No structures are allowed within the pipeline easement.

No landscaping with the exception of grass is allowed within pipeline easement without prior approval from Kansas Gas Service (620-728-4302).

Fences can be placed in the outer edge of the pipeline easement. A distance of at least thirty feet (30') from the pipeline is to be maintained.

SECTION XVI: 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 (20) 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 XVII: 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 XVIII: 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 28 day of March, 2005.

SSF Development, LLC,
A Kansas Limited Liability Corporation

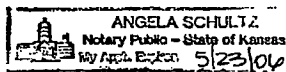
Roger Schultz
Roger Schultz

Tim Schultz
Tim Schultz

Thomas M. Farr
Thomas M. Farr

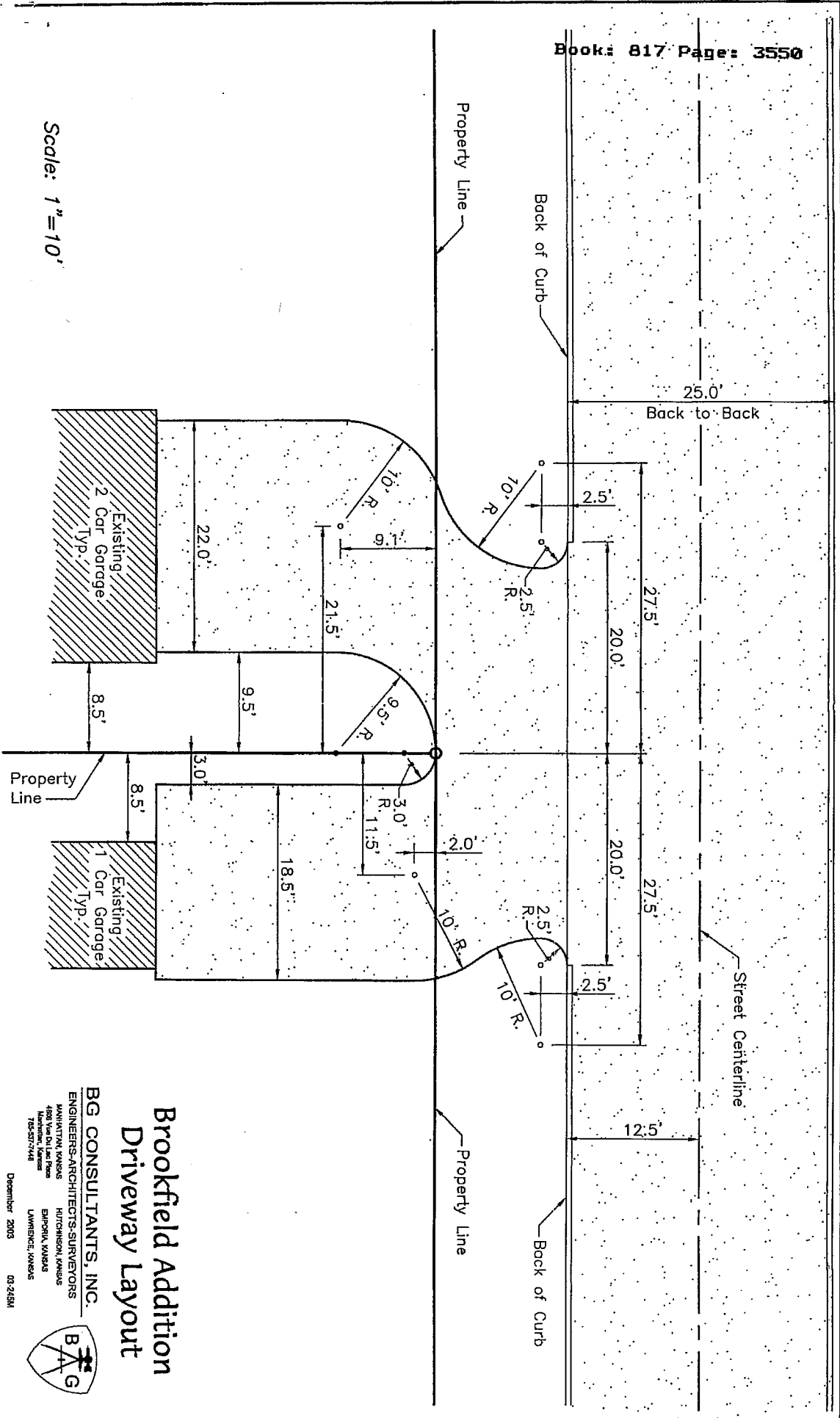
STATE OF KANSAS
COUNTY OF RILEY

BE IT REMEMBERED, That on this 28 day of March, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Roger Schultz, Tim Schultz, and Thomas M. Farr, who is/are known to me to be the same person(s) who executed the foregoing instrument of writing, and duly acknowledge the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notaries seal on the day and year last above written.



My Commission Expires: 5/23/06

Angela Schultz



Scale: 1"=10'

Brookfield Addition Driveway Layout

BG CONSULTANTS, INC.

ENGINEERS-ARCHITECTS-SURVEYORS
 MANIATTA, KANSAS
 402 Van Dale Place
 Emporia, Kansas
 783-377448

HITCHKINSON, KANSAS
 EMPORIA, KANSAS
 LAWRENCE, KANSAS



December 2003 03-245M

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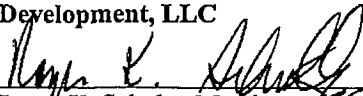
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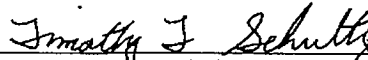
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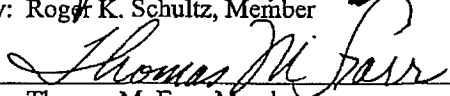
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SSF Development, LLC



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By: Timothy T. Schultz, Member

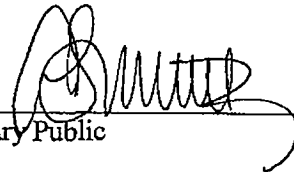

By: Thomas M. Farr, Member

STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED, This instrument was acknowledged before me on the 25 day of July, 2005, by Roger K. Schultz, Timothy T. Schultz, and Thomas M. Farr, being the members of SSF Development, LLC.

(Seal) 

My commission expires 5/23/06.


Notary Public



M. Charlotte Shawver
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