

R. REAL ESTATE COVENANTS & RESTRICTIONS

All purchasers of Lots 1 through 137 inclusive, in Keystone Addition, a Sub-division in the Southeast Quarter of Section 35, Township 2, Range 7, Marshall County, Kansas, with the intent to bind themselves as the title owners and while title is vested in them, but not so as to be personally liable prior to the covenants after they have conveyed title, for themselves, their heirs and assigns, covenant and agree with Keystone Investment, I.L.C., its assigns and successors as follows:

1. The real estate will be used for residential purposes only. No commercial business of any kind will be conducted on any part of the property.
2. All residences constructed on Lots 1 through 97 shall be single family dwellings with not less than 1,000 square feet of enclosed and finished living area above ground level. All residences constructed on Lots 98 through 137 shall be single family dwellings with not less than 1,800 square feet of enclosed and finished living area above ground level. Each dwelling will have at a minimum an attached two car garage. The roof pitch on each dwelling and attached garage will be no less than a six inch rise on twelve inches of run. No metal siding or roofing with exposed fasteners will be allowed.
3. Not more than one outbuilding may be constructed in connection with each dwelling. Such outbuildings will be constructed of a quality and material consistent with existing homes. Maximum dimensions of outbuildings on Lots 1 through 97 shall be 16 feet by 24 feet. Maximum dimensions of outbuildings on Lots 98 through 137 shall be 24 feet by 24 feet. All outbuildings on Lots 1 through 97 will be set back a minimum of 55 feet from the front property line. All outbuildings on Lots 98 through 137 will be set back a minimum of 75 feet from the front property line.
4. No structure of a temporary character, and no trailer, mobile home, tent, shack, basement garage or building other than the main dwelling structure shall be used as a residence, either temporarily or permanently. No animals or fowls of any character, other than dogs and cats, or birds kept in cages shall be kept on the property. No business shall be conducted on the property in which animals are raised for profit. Household pets must be contained on the property of their owners at all times.
5. No major auto or truck repairs or auto or truck painting will be permitted outside of any enclosed garage on the premises. No wrecked vehicles or junk vehicles or vehicles which are not licensed will be kept on the property outside of an enclosed garage. No rubbish, trash or garbage will be allowed to accumulate on the property.
6. No chain link fences will be constructed on the lot. Wood, vinyl, or composite fences may be constructed but not forward from the front of the dwelling.

BOOK 434 PAGE 965

7. These covenants are to run with the land and shall be binding upon all parties claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots in the subdivision agreeing to a change in whole or in part. These covenants may be amended by unanimous consent of all of the owners of lots 1 through 137 in Keystone Addition.
8. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Keystone Investment, LLC
 By: Thomas Nottinghaus
 THOMAS NOTTINGHAUS

STATE OF KANSAS, MARSHALL COUNTY, SS:

The foregoing instrument was acknowledged before me this 23rd day of March, 2006, by Tom Rethenhaus as Manager of Keystone Investment, LLC, a Kansas Company, for and on behalf of said Company.

Sandra L. Burton
 Notary Public

SANDRA L. BURTON
 Notary Public - State of Kansas
 Marshall County
 My Commission Expires 10/29/09

The covenants and restrictions herein refer to Keystone Plat recorded in Book North-2-Page 59 Recorded in Marshall County Register of Deeds Office.

Robert Paschek
 3-23-06
 3:30 PM

NUMBER ✓
 INDEXED
 SERIALIZED
 FILED
 REC'D
 MAR 23 2006
 MARSHALL COUNTY REGISTER OF DEEDS
 RECEIPTS IN 5722
 PAGES RECORDED 8
 DATE RECORDED: 3/23/2006 3:32:32 PM
 4.34 Pages 965 + 966
 Total Fees \$18.00

BOOK 434 PAGE 966

State of Kansas, Marshall County
Linda Finchan, Register of Deeds
Book 443 Page 607-609
Receipt #: 9477 Total Fees: \$16.00
Pages Recorded: 3
Date Recorded: 07/3/2007 11:43:20 AM

KEYSTONE

**FIRST AMENDMENT TO REAL ESTATE COVENANTS & RESTRICTIONS TO
KEYSTONE ADDITION TO THE CITY OF MARYSVILLE, KANSAS.**

Pursuant to paragraph 7 of Real Estate Covenants & Restrictions for Keystone Addition to the City of Marysville, as filed and recorded in the Office of the Register of Deeds of Marshall County, Kansas, at Book 434, page 965, all the purchasers of Lots 1 through 137 inclusive, in Keystone Addition, a Sub-division in the Southeast Quarter of Section 35, Township 2, Range 7, Marshall County, Kansas, for themselves, their heirs and assigns, covenant and agree with Keystone Investment, L.L.C., its assigns and successors to amend paragraph 3 of the Real Estate Covenants & Restrictions as follows:

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- A. Not more than one (1) outbuilding may be constructed in connection with each residential dwelling. Such outbuildings will be constructed of a quality and material consistent with existing homes. The maximum dimensions of any outbuildings to be constructed or installed on Lots 1 through 97 shall be 400 square feet, and shall not exceed 30 feet in length. The maximum dimensions of outbuildings to be constructed or installed on Lots 98 through 137 shall be 1200 square feet and shall not exceed 48 feet in length. All outbuildings on Lots 1 through 97 will be set back a minimum of 55 feet from the front property line. All outbuildings on Lots 98 through 137 will be set back a minimum of 75 feet from the front property line.
- B. This amendment supersedes and replaces paragraph 3 of the original Real Estate Covenants & Restrictions.
- C. All owners of Lots 1 through 137, inclusive, unanimously consent to this amendment.

Keystone Investment, LLC

By: Thomas W. Rottinghaus
Thomas W. Rottinghaus, Manager

John D. Price
John D. Price

Debra A. Price
Debra A. Price, amp of

Clint W. Heideman
Clint W. Heideman

Brenda J. Heideman
Brenda J. Heideman

Frank Nietfeld
Frank Nietfeld

Desiree D. Nietfeld
Desiree D. Nietfeld

ACKNOWLEDGEMENT

STATE OF KANSAS, MARSHALL COUNTY,) SS:

The foregoing instrument was acknowledged before me this 4 day of October, 2007 by Thomas W. Rottinghaus, Manager, Keystone Investment, L.L.C. a Kansas Limited Liability Company, for and on behalf of said Company, as owner of Lots 1-13, 15-109, and 112-137, inclusive.

(Seal) 

John M. Tuck
Notary Public

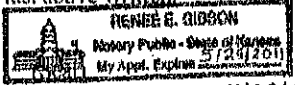
My appointment expires: 6/17/2008

ACKNOWLEDGEMENT

STATE OF KANSAS, MARSHALL COUNTY,) SS:

BE IT REMEMBERED, That on this 3rd day of October, 2007, before me, the undersigned, a notary public in and for the County and State aforesaid, came John D. Price and Debra M. Price (a/k/a Debbie M. Price), husband and wife, as owners of Lot 14 of Keystone Addition, personally known to me to be the same who executed the within instrument of writing and duly acknowledged the execution of the same.

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



Renee E. Gibson
Notary Public


My Appointment Expires: 5/29/2011

ACKNOWLEDGEMENT

STATE OF KANSAS, MARSHALL COUNTY,) SS:

BE IT REMEMBERED, That on this 21st day of September, 2007, before me, the undersigned, a notary public in and for the County and State aforesaid, came Clint W. Heideman and Brenda J. Heideman, husband and wife, as owners of Lot 111 of Keystone Addition, personally known to me to be the same who executed the within instrument of writing and duly acknowledged the execution of the same.

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



Renee E. Gibson
Notary Public

My Appointment Expires: 5/29/2011

ACKNOWLEDGEMENT

STATE OF KANSAS, MARSHALL COUNTY,) SS:

BE IT REMEMBERED, That on this 27th day of September, 2007, before me, the undersigned, a notary public in and for the County and State aforesaid, came Frank Niefeld and Desiree D. Niefeld, husband and wife, and as owners of Lot 110 Keystone Addition, personally known to me to be the same who executed the within instrument of writing and duly acknowledged the execution of the same.

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



My Appointment Expires: 5/29/2011.

Rene E. Gibson
Notary Public

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**SECOND AMENDMENT TO REAL ESTATE COVENANTS & RESTRICTIONS TO
KEYSTONE ADDITION TO THE CITY OF MARYSVILLE, KANSAS.**

Pursuant to paragraph 7 of Real Estate Covenants & Restrictions for Keystone Addition (Phase 1) to the City of Marysville, as filed and recorded in the Office of the Register of Deeds of Marshall County, Kansas, at Book 434, page 965, the following owners/ purchasers of Lots 1 through 137 inclusive, in Keystone Addition, a sub-division in the Southeast Quarter of Section 35, Township 2, Range 7, Marshall County, Kansas, for themselves, their heirs and assigns, covenant, said owners/purchasers constitute the majority of the owners/purchasers as of September 17, 2010, and agree with Keystone Investment, LLC, its assigns and successors to amend paragraph 3 of the Real Estate Covenants & Restrictions as follows:

- A. For Lots 1 through 97, not more than one (1) outbuilding may be constructed or installed in connection with each residential dwelling. Such outbuildings will be constructed of a quality and material consistent with existing homes and consistent with the other covenants and restrictions of record. The maximum dimensions of any such outbuildings to be constructed or installed on Lots 1 through 97 containing less than 20,000 square feet shall be 400 square feet, and shall not exceed 30 feet in length. For any lot or combination of adjoining lots containing 20,000 square feet or more area, then the maximum dimensions of one outbuilding to be constructed or installed thereon shall not exceed 780 square feet and shall not exceed 30 feet in length. All outbuildings on Lots 1 through 97 will be set back a minimum of 55 feet from the front property line.
- B. For Lots 98 through 137, containing less than 173,000 square feet of area, not more than one (1) outbuilding may be constructed in connection with each residential dwelling. The maximum dimensions of such outbuilding to be constructed or installed shall not exceed 1200 square feet and shall not exceed 48 feet in length. For any lot or combination of adjoining lots containing 173,000 square feet, two outbuildings may be constructed or installed thereon. The maximum dimension of any one of such buildings shall not exceed 1200 square feet and shall not exceed 48 feet in length. All outbuildings on Lots 98 through 137 will be set back a minimum of 75 feet from the front property line. All such outbuildings will be constructed of a quality and material consistent with existing homes and consistent with the other covenants and restrictions of record.
- C. This amendment supersedes and replaces paragraph 3 of the original Real Estate Covenants & Restrictions and all prior amendments thereto.

D. The majority of the owners/purchasers of Lots 1 through 137, inclusive, as of September 17, 2010, consent to this amendment.

Keystone Investment, LLC

By: Thomas W. Rottinghaus, Manager
Thomas W. Rottinghaus, Manager

ACKNOWLEDGEMENT

STATE OF KANSAS, MARSHALL COUNTY,) SS:

The foregoing instrument was acknowledged before me this 22 day of September, 2010 by Thomas W. Rottinghaus, Manager, Keystone Investment, LLC, a Kansas Limited Liability Company, for and on behalf of said Company, as owner of Lots 1-7, 10, 12, 13, 15-19, 24-39, 41-109, 112, 113, 115-137, inclusive (over 60% of 137 total lots).

(Seal) 

John McNish
Notary Public

My appointment expires: 6/20/2012

State of Kansas-Marshall County
Register of Deeds
Books: 459 Pages: 978-979
Receipt #: 14670 Total Fees: \$12.00
Pages Recorded: 2
Date Recorded: 12/3/2010 2:55:11 PM
Martha Rosch
Register of Deeds
McNish

NUMBER /
ALPHA /
SCANNED /
✓ PROOF
READ/REL

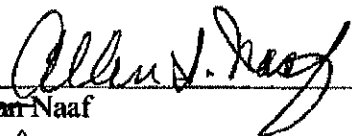



per Ruth Naaf, 3rd Signature Pg. 2 Is Norris
State of Kansas - Marshall County
Martha Roesch, Register of Deeds
Book: 520 Page: 815-817
56443
Recorded: 3
Date Recorded: 7/23/2021 4:34:47 PM
MARTHA ROESCH
RUTH NAAF - Deputy
Cotton & McNish
Total Fees: \$55.00

THIRD AMENDMENT TO REAL ESTATE COVENANTS & RESTRICTIONS TO KEYSTONE ADDITION TO THE CITY OF MARYSVILLE, KANSAS

Pursuant to paragraph 7 of Real Estate Covenants & Restrictions for Keystone Addition (Phase 1) to the City of Marysville, as filed and recorded in the Office of the Register of Deeds of Marshall County, Kansas, at Book 434, page 965, the following owners/ purchasers of Lots 1 through 137 inclusive, in Keystone Addition, a sub-division in the Southeast Quarter of Section 35, Township 2, Range 7, Marshall County, Kansas, for themselves, their heirs and assigns, covenant, said owners/purchasers constitute the majority of the owners/purchasers as of July 21, 2021, and agree with Keystone Investment, LLC, its assigns and successors to amend paragraph 6 of the Real Estate Covenants & Restrictions to read as follows:

- A. Wood, vinyl or composite fences may be constructed but not forward from the front of the dwelling. No chain link fence will be constructed on the lot unless the adjoining lot owner(s) consent to the installation of such fence. Any chain link fencing erected on a lot shall only be in the yard behind the dwelling with the sides of the fencing extended only to the rear corners of the dwelling.
- B. This amendment supersedes and replaces paragraph 6 of the original Real Estate Covenants & Restrictions and all prior amendments thereto.
- C. The attached to this document are the owners/purchasers of Lots 1 through 137, inclusive, as of July 21, 2021, that consented to this amendment by signing in front of either of the circulators named below.



 ALAN Naaf

 Ruth Naaf

ACKNOWLEDGEMENT

STATE OF KANSAS, MARSHALL COUNTY,) SS:

The foregoing instrument was acknowledged before me this 23rd day of July, 2021 by Alan and Ruth Naaf, who circulated the attached list for signature to the various owners in the Keystone Addition to the City of Marysville.




Notary Public

My appointment expires: 06/30/2024

Signature: <u>John McNish</u> Lot Numbers: <u>Lot 114 & 7113</u>	Signature: <u>Sandy Kersey</u> Lot Numbers: <u>Sandy Kersey</u>
Signature: <u>Jackie Creek</u> Lot Numbers: <u>Jackie Creek</u>	Signature: <u>Dave Preschel</u> Lot Numbers: <u>Dave Preschel</u>
Signature: <u>Jason Stutz</u> Lot Numbers: <u>Novak</u>	Signature: <u>Jeff Keating</u> Lot Numbers: <u>Jeff Keating</u>
Signature: <u>Brad Wicks</u> Lot Numbers: <u>Brad Wicks</u>	Signature: <u>Richard Reinhardt</u> Lot Numbers: <u>Richard Reinhardt</u>
Signature: <u>Derek Ketter</u> Lot Numbers: <u>Derek Ketter</u>	Signature: <u>Scott Brown</u> Lot Numbers: <u>Scott Brown</u>
Signature: <u>Ashleigh Byers</u> Lot Numbers: <u>Ashleigh Byers</u>	Signature: <u>Rachele Brown</u> Lot Numbers: <u>Rachele Brown</u>
Signature: <u>Megan Zierland</u> Lot Numbers: <u>Megan Zierland</u>	Signature: <u>Landen Wright</u> Lot Numbers: <u>Landen Wright</u>
Signature: <u>Doug Minneman</u> Lot Numbers: <u>Doug Minneman</u>	Signature: <u>Carol Blocker</u> Lot Numbers: <u>Carol Blocker</u>

Signature: <u>Thomas Nottingham</u> Lot Numbers: <u>Manager K & S D R</u>	Signature: _____ Lot Numbers: _____
Signature: <u>Nich Wilk</u> Lot Numbers: _____	Signature: _____ Lot Numbers: _____
Signature: <u>Jay S. Kramer</u> Lot Numbers: <u>Jay S. Kramer</u>	Signature: _____ Lot Numbers: _____
Signature: _____ Lot Numbers: _____	Signature: _____ Lot Numbers: _____
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