Article I

Use, Occupancy, and Conduct Restrictions

1.01 Personal property may be stored in the garage of a residence including but not limited to boats, recreational vehicles or similar items, so long as the garage doors are capable of being completely closed. Boats and recreational vehicles and similar items may be located on their residents' property for up to 48 hours without being in the garage."

1.02 No garage or basement may be converted into separate apartments or living quarters.

1.03 No "basement house" shall be constructed upon any lot, piece or parcel which is a part of the Real Estate.

1.04 All dwellings in the Real Estate shall be equipped with a mechanical garbage disposal unit if the same are available.  This restriction may be waived in the event such units are not available because of war or act of a public enemy or an act of God.

1.05 No previously constructed building or dwelling may be moved on to said lots, pieces or parcels of the Real Estate.

1.06 No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat.  No dwelling shall be located on any interior lot line nearer than 20 feet to the rear lot line.  For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot, to encroach upon another lot.

1.07 None of the lots comprising the Real Estate may be improved, used or occupied for other than the designated single-family, multi-family, duplex and fourplex uses as designated by the recorded plat thereof, the community unit plan or applicable zoning regulations.  No lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise without the approval of the Architectural Committee.

1.08 Unless approval is otherwise granted by the Architectural Committee, the livable ground floor area of each single-family residence constructed on any lot, piece or parcel of the Real Estate shall be a minimum of 925 square feet and a dwelling of more than one story (including split level, tri-level and quad-level homes) shall not be less than 1,000 square feet total for all levels, exclusive of open porches and garages.   The ground floor area of any dwellings other than single-family residences shall be determined by the Architectural Committee pursuant to the procedure specified in 2.02 hereof.

1.09 No livestock, chickens, fowls or other animals, except the usual and ordinary number of family pets, shall be kept by the occupants of any dwelling constructed upon any piece, lot or parcel of the above described Real Estate.

1.10 No noxious or offensive activity shall be carried on upon said Real Estate nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

1.11 Easements for the installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plat and no building of any type or character shall be permitted upon said easements.

1.12 All residences or structures upon the Real Estate must be constructed by a contractor licensed by the City of Wichita.

1.13 No lots shall be surrounded or bounded by fence unless approved by the Architectural Committee. The Architectural Committee shall not approve any fences of chain or barbed-wire, nor any cedar fence on lots abutting a lake.

1.14 After the expiration of 30 days following the completion of the construction of any structure(s) upon any lot included in the Real Estate, there shall be no storage of any materials (including building materials) or refuse other' than inside a building. During construction, sites shall be kept reasonably free from debris and in good order.

1.15 All residences and appurtenances constructed on any building site covered by these restrictive covenants shall have composition shingle roofs.

1.16 None of the land herein shall be used for or in connection with the exploration or production of petroleum products, gas, oil, or other minerals.

1.17 No trade, business or profession shall be carried on upon any portion of the said Real Property.

1.18 No structure shall be permitted to stand with its exterior in an unfinished condition for longer than 120 days after commencement of construction. In the event of fire, windstorm, or other damage, no Structure shall be permitted to remain in a damaged condition longer than six months after the date of damage. For each month there shall be a violation of the terms of this paragraph (1.18), a fine of Two Hundred Fifty and no/100 Dollars ($250.00) shall be due and payable from the owner(s) of the property where said violated condition exists to the undersigned.

1.19 The undersigned hereby declares and covenants that it, its successors, assigns or grantee will provide for the maintenance of Reserves A, B, *C, D,* E,\_F,  G. and H     as described on the Real Estate plat.

                The undersigned further declares and covenants that in the event it, its successors, assigns or grantee fails or refuses for any reason to maintain the Drainage Reserves, then the City of Wichita **or** other proper authority shall have the right to maintain such Drainage Reserves and assess the costs thereof, on an equal basis, to the owners of lots in \_\_\_TIMBER RIDGE ADDITION\_\_\_ by a method similar to special assessments.