

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 2021 by Realiving L.L.C.,
(hereinafter referred to as Declarants).

WITNESSETH:

WHEREAS: Declarants are the owners of certain real property in Sedgwick County, Kansas which is more particularly described as:

Parcel 6

A portion of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian in Sedgwick County, Kansas, more particularly as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian; thence with a bearing South 00°08'58" East (basis of bearings is NAD 83 Kansas South Zone) along the East line of said Northeast Quarter 1,431.09 feet for the point of beginning; thence continuing South 00°08'58" East along the East line of said Northeast Quarter 477.68 feet; thence South 88°28'28" West parallel with the South line of said Northeast Quarter 1,901.19 feet; thence North 00°19'33" West parallel with the West line of said Northeast Quarter; thence North 88°28'28" East parallel with the South line of said Northeast Quarter 1,902.66 feet to the point of beginning, containing 20.850 Acres, subject to a road right-of-way easement across the East 30.00 feet thereof and any other easements or restrictions of record.

Parcel 7

A portion of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian in Sedgwick County, Kansas, more particularly as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian; thence with a bearing South 00°08'58" East (basis of bearings is NAD 83 Kansas South Zone) along the East line of said Northeast Quarter 1,908.77 feet for the point of beginning; thence continuing South 00°08'58" East along the East line of said Northeast Quarter 382.25 feet; thence South 88°28'28" West parallel with the South line of said Northeast Quarter 2,376.13 feet; thence North 00°19'33" West parallel with the West line of said Northeast Quarter; thence North 88°28'28" East parallel with the South line of said Northeast Quarter 2,377.31 feet to the point of beginning, containing 20.850 Acres, subject to a road right-of-way easement across the East 30.00 feet thereof and any other easements or restrictions of record.

Parcel 8

A portion of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian in Sedgwick County, Kansas, more particularly as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 13, Township 28 South, Range 04 West of the 6th Principal Meridian; thence with a bearing South 00°08'58" East (basis of bearings is NAD 83 Kansas South Zone) along the East line of said Northeast Quarter 2,291.02 feet for the point of beginning; thence continuing South 00°08'58" East along the East line of said Northeast Quarter 327.70 feet; to the Southeast corner of said Northeast Quarter; thence South 88°28'28" West along the South line of said Northeast Quarter 2,771.80 feet to the Southwest corner of said Northeast Quarter 327.68 feet; thence North 88°28'28" East parallel with the South line of said Northeast Quarter 2,772.81 feet to the point of beginning, containing 20.850 Acres, subject to a road right-of-way easement across the East 30.00 feet thereof and any other easements or restrictions of record.

(Hereinafter referred to as the "subject property"); and

WHEREAS, it is necessary to establish binding covenants, conditions, and restrictions applicable to the subject property to insure the proper development thereof; and

WHEREAS, it is the purpose and intention of this Declaration that all of the subject property shall be held and/or conveyed subject to this Declaration.

NOW, THEREFORE, Declarants hereby declare that all of the subject property shall be held, transferred, sold, occupied, and conveyed subject to the following covenants, conditions, and restrictions for the purpose of conserving and protecting the value and desirability of said property and adjoining property, and which shall run with said real property and shall be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors, and assigns, and all persons claiming under them for twenty (20) years from the date of recording and automatically shall be continued thereafter for successive twenty (20) year periods, unless the owners of fee title to sixty five percent (65%) of building sites shall, by resolution at a special meeting called for that purpose upon mailed notice to all such owners and approval of Grantors (so long as Grantors own any building site or tract in subject property area), release, change, amend, or alter any or all of these restrictions. Any such release, change, amendment, or alteration shall not be effective until reduced to writing and filed with Register of Deeds of Sedgwick County, Kansas.

ARTICLE 1

GENERAL COVENANTS AND RESTRICTIONS

1. The owner(s) of subject property shall keep the property and the dwelling and other improvements situated therein or thereon, in good order and repair, including, but not limited to, the seeding, watering, and mowing of all lawns and pastures, the pruning and cutting of all trees and pasture, the pruning and cutting of all trees and shrubbery, and the painting (or other external care) of all structures consistent with good property management.
2. Each single-family residential home shall be built in a reasonable neat order. No dwelling shall be constructed on subject property having less than twelve hundred (1200) square feet of living area under one roof on the ground level (ranch) exclusive of garages, overhangs, three season porches and basements.
3. Any detached building(s), except otherwise approved by declarants, shall not have sidewalls with a height exceeding 20 feet and a peak of 30 feet, and is made of a color blending with single-family dwelling on the building site. Metal buildings will be similar in style with Morton Buildings, Cleary, Barn Guys, etc.
4. No cars, trucks, or other vehicles that are not in operating condition, and/or trash old appliances, old or recycled yard items, refuse or junk of any kind shall be stored or permitted to remain in view on any building site or portion thereof.
5. No used, secondhand, or previously erected house of any kind shall be moved or placed, either in sections, or as a whole, upon the subject property, nor shall any mobile home, trail or modular unit be moved, placed, or permitted to remain upon subject property. No outbuildings or septic lagoons may be located between a dwelling and the access road to the property.
6. All driveway approaches to the garage of the single-family dwelling shall be concrete, with the rest of the driveway to be installed according to county fire department specifications.
7. No dwelling shall be occupied until all exterior elements are complete and a certification of final occupancy obtained. All construction must be completed within 24 months of initial excavation.
8. Subject property may have grazing and breeding livestock, hobby farming, laying hens, and all other pets are acceptable as long as fences, pens, kennels are secure so that they don't wander onto the neighbor's residence. All pastures for permitted large animals shall be suitably fenced to contain said animals, watered as necessary, and otherwise maintained so as to minimize denuding vegetation and blowing soil.
9. Commercial Intensive animal farming operations such as commercial cattle feedlots and other similar Intensive commercial operations are prohibited.
10. Placement of fencing on or near the property lines shall only take place after the property corner markers have been recovered and flagged. All fencing must be constructed in a workmanlike manner, or professional constructed, with proper corner posts supports supplied to prevent sagging or fences losing their alignment.
11. All owners are aware that they will be subjected to noise, dust, smoke, smells, and other occurrences associated with the normal farming operations of property in or near proximity to subject property. All owners are also aware that being in such close proximity of public hunting lands, will subject them to noises and traffic associated with these types of outdoor recreation.

12. All residents and owners have a neighborly obligation to work together to help support and improve the peaceful atmosphere of the community.
13. Easements for installation and maintenance of utilities are reserve on the subject property. Within these easements and dedications no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of utilities. The easement of each tract and all improvements in it shall be maintained continuously by the owner of each tract, except for those facilities for which a public authority or utility company is responsible.
14. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictions imposed by any deed, plat, or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deed, leases or this Declaration shall be taken to govern and control.

ARTICLE II

ENFORCEMENT

- A. Enforcement. If, the owner fails to perform the duties imposed above, the Declarants, or their heirs, successors, and assigns, after forty five (45) days' written notice to remedy the condition in question, shall have the right, but not the obligation, through its agents and employees, to enter upon the subject property in order to repair, maintain, repaint, and restore subject property or dwelling or other improvement upon subject property, and the cost thereof shall be placed as a lien against said subject property. The cost thereof shall be a binding personal obligation of such owner and may mature not a lien enforceable in the same manner as a mortgage upon the property in question in the following manner. The Declarants, their successors, heirs, and assigns, may record an affidavit of non-payment of maintenance charge in the office of Register of Deeds of Sedgwick County, Kansas stating (a) the legal description of the property upon the lien is claimed, (b) the name(s) of the owner(s) of said property, and (c) the amount of the maintenance charge which is unpaid. The lien shall be created at the time of the filing and recording of the affidavit, and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter arise or be imposed upon the property.
- B. Arbitration. It is expressly understood and agreed by the acceptance of title to any of said subject property, the owner, from the time acquiring title thereto, agreed to neutral outside Arbitration (at the expense of the owner of the said disputed subject property) as the settlement method of disputes that cannot be resolved within three (3) weeks of a written notice. Furthermore, owner agrees to comply with sanctions, fines, judgments, and determinations of said Arbitration.
- C. No liability. Neither the Declarants, their successors, agent, heir, executor, assign, or employee thereof, shall be liable to any owner or to any person, firm, corporation, or other entity for any damages arising from any performance or non-performance of any duties or functions under this Declaration.
- D. Invalidation. Invalidation of any of these covenants or any part thereof by judgement of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.