

PRAIRIE ESTATES PROTECTIVE COVENANTS

THIS DECLARATION, made this ____ day of _____, 2018, by the Wilson Economic Development Corporation, hereinafter called Grantor,

WITNESSETH:

WHEREAS, Grantor is the owner of real property described as Prairie Estates Addition to the City of Wilson, Kansas, and is desirous of subjecting the real property described in Part A to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and for the benefit of said property and for each owner thereof, and shall insure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

NOW, THEREFORE, The Wilson Economic Development Corp., hereby declare that the real property described in and referred to in Part A hereof is, and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

PART A. PROPERTY SUBJECT TO THIS DECLARATION,

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements, with respect to the various portions thereof set forth in the various clauses and sections of this Declaration, is located in Ellsworth County, Kansas, and is more particularly described as:

PRAIRIE ESTATES ADDITION TO THE CITY OF WILSON, ELLSWORTH COUNTY, KANSAS, AS TO ALL PLATED PORTIONS THEREOF.

No property other than that described above shall be deemed subject to this declaration, unless and until specifically made subject thereto.

In order to assure continuity of desirable development the Grantor may from time to time, but need not, subject additional real property to the conditions, covenants, restrictions, reservations, and easements or parts thereof, herein set forth, by executing and recording an appropriate instrument hereto.

PART B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to all platted portions thereof now and hereafter platted into lots.

PART C. RESIDENTIAL AREA COVENANTS.

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for new construction, residential purposes. Duplex or townhomes may be constructed on lots in the allowed area approved by the Wilson Economic Development Corporation Board of Directors and approved as provided in Part D. No building shall exceed two and one half stories in heights.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure as well as location with respect to topography and finish grade elevation have been approved by the Architectural Control Committee. Construction must start within 1 year of approval date and be occupied within 1 year of construction start date. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part D.

C-3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than minimum building setback lines shown on the recorded plat.

C-4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having width of less than 50 feet at a minimum building setback line.

C-5 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-6. TEMPORARY STRUCTURES. Temporary Structures will be permitted on any lot to be used as a tool and storage building during construction, to be removed on completion of construction unless the temporary structure is completed with finishing materials similar to the residence or surrounding residences and shall comply with all requirements as to location, provided that the Architectural Control Committee shall first approve the plans for the temporary structures and the completion thereof. Said structure is not to exceed 168 square feet in size and 12 feet in length.

C-7 SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-8 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Wilson Economic Development Corporation “reserve to the sellers all oil, gas and other minerals thereunder with provisions that said retained minerals will be a non-drilling interest and shall not confer any right to the use of the surface for the production or any other use in connection with said mineral interest.”

C-9 LIVESTOCK AND POULTRY. 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 any commercial purpose.

C-10 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers.

C11 SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot.

C-12 UTILITIES. All utilities relating to gas lines, electric lines, cable television and telephone lines must be underground from utility easements to the residence to which is serves.

C-13 LIABILITIES. Any and all cost incurred by an owner or potential owner in fulfilling his obligations under the restrictions and covenants shall be borne by the said owner or potential owner. No liability for said costs, whether an applicant is accepted or rejected, shall be borne by the committee or by the parties to this declaration of protective covenants and restrictions.

It is expressly agreed that if any covenant or condition or restrictions hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidance shall in no way affect any other covenant, condition, or restriction.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP. The Architectural Control Committee is composed of three members who shall be appointed during the annual meeting of the Wilson Economic Development Corporation. Any vacancies on the committee may be filled by the Wilson Economic Development Corporation Board of Directors.

D-2 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 60 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS.

E-1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or part.

E-2 ENFORCEMENT. 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.

E-3 SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of these other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, This instrument has been executed on this _____ day of _____ 2018.

WILSON ECONOMIC DEVELOPMENT CORPORATION

David Criswell, President

Attest:

Linda Bushnell, Secretary

STATE OF KANSAS, ELLSWORTH COUNTY, SS.

BE IT REMEMBERED, That on this ____ day of _____, 2018, before me the undersigned, a Notary Public in and for the County and State aforesaid, came David Criswell, President of the Wilson Economic Development Corporation, and Linda Bushnell, Secretary, of the Wilson Economic Development Corporation, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation, Wilson Economic Development Corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand, and affixed my notarial seal the day and year last above mentioned.

Notary Public

My Appointment Expires _____

(Part A)

Legal Description:

Prairie Estates Addition

A tract of land being all of that portion of the Northeast Quarter of Section 19, Township 14 South, Range 10 West of the 6th Principal Meridian, Ellsworth County, Kansas, lying Southerly of the Union Pacific Railroad Right-of-Way and Easterly of the Corporate limits of the City of Wilson, Kansas; excepting those tracts recorded in Miscellaneous Book F, Page 402, Deed Book 78, Page 622, Deed Book 67, Page 170, Deed Book 79, Page 271 and Deed Book 60, Page 288 in the office of the Register of Deeds of Ellsworth County, Kansas, and being more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of Section 19, Township 14 South, Range 10 West; Thence N 89 51'49" W along the South line of said Northeast Quarter, a distance of 1084.90 feet to the Southeast corner of a tract described in Deed Book 78, Page 622 in the office of the Ellsworth County Register of Deeds; Thence N 12 26'14" E along the East line of said tract a distance of 636.68 feet; Thence continuing along said East line N 00 35'00" W a distance of 133.16 feet to the South line of Purma Addition to the City of Wilson as recorded in the Plat Cabinet at Page 115A, in the office of the aforementioned Register of Deeds; Thence N 12 26'14" E along the East line of said tract a distance of 636.68 feet; Thence continuing along said East line N 00 35'00" W a distance of 133.16 feet to the South line of Purma Addition to the City of Wilson as recorded in the Plat Cabinet at Page 115A, in the office of the aforementioned Register of Deeds; Thence S 78 05'20" E along said South line of Purma Addition a distance of 389.27 feet to the Southeast Corner of said Purma Addition; Thence N 00 36'01" W along the East line of said Purma Addition a distance of 467.43 feet to the Southwest corner of a tract described in Deed Book 79, Page 271, in the office of the aforementioned Register of Deeds; Thence S 78 39'46" E along the South line of said tract a distance of 204.10 feet to the Southeast corner of said tract; Thence S 57 01'23 E a distance of 164.95 feet; Thence S 00 11'19" W along the West line of said tract a distance of 171.95 feet to the Southwest corner of said tract; Thence S 89 48'41" E along the South line of said tract a distance of 237.98 feet to the East line on the Northeast Quarter of Section 19, Township 14 South, Range 10 West; Thence S 00 11'19" W along said East line a distance of 841.90 feet to the POINT OF BEGINNING, containing 20.20 acres, more or less.

FIRST AMENDMENT TO PRAIRIE ESTATES PROTECTIVE COVENANTS

WHEREAS, the undersigned, constituting the owners of the Lots located on the Property described in and covered by the Protective Covenants filed of record with the Ellsworth County Register of Deeds on May 8, 2000 in Book MS15 on Pages 536-540, do hereby desire to amend the terms of the Protective Covenants.

Legal Description: See attached Exhibit

NOW, THEREFORE, the undersigned hereby agree to amend the Protective Covenants as follows:

1. Paragraph C-1 on Page 2 of the Protective Covenants is hereby amended and restated as follows:
C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for new construction, residential purposes. Duplex or townhomes may be constructed on lots in the allowed area approved by the Wilson Economic Development Corporation Board of Directors and approved as provided in Part D. No building shall exceed two and one half stories in height.
2. Paragraph C-2 on Page 2 of the Protective Covenants is hereby amended and restated as follows:
C-2 ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure as well as location with respect to topography and finish grade elevation have been approved by the Architectural Control Committee. Construction must start within one year of approval date and be occupied by within one year of construction start date. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided as in Part D.
3. Paragraph C-8 on Page 3 of the Protective Covenants shall be retitled to C-9 and is hereby amended and restated as follows:
C-9 LIVESTOCK AND POULTRY. 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 any commercial purpose.
4. Paragraph D-1 on Page 3 of the Protective Covenants is hereby amended and restated as follows:
D-1 MEMBERSHIP. The Architectural Control Committee is comprised of three members who shall be appointed during the annual meeting of the Wilson Economic Development Corporation. Any vacancies on the committee may be filled by the Wilson Economic Development Board of Directors.

5. Paragraph D-2 ON Page 3 of the Protective Covenants is hereby amended and restated as follows:

D-2 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 60 days after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to be fully complied with.

All other terms and conditions of the Protective Covenants, except as amended herein, remain in full force and effect. Capitalized terms used herein and not defined herein have the same meaning as in the Protective Covenants.

IN WITNESS WHEREOF, this instrument has been executed on this _____ day of _____, 2018.

WILSON ECONOMIC DEVELOPMENT CORPORATION

David Criswell, President

State of Kansas, Ellsworth County, ss.

This instrument was acknowledged before me on _____, 20____, by David Criswell, as President of the Wilson Economic Development Corporation, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation, Wilson Economic Development Corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand, and affixed my notarial seal the day and year last above mentioned.

Notary Public

My appointment expires: _____