

# PROTECTIVE COVENANTS

THIS DECLARATION, made this 11 day of April, 2000, 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 referring 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 or hereafter platted into lots.



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STATE OF KANSAS  
Ellsworth County

This instrument was filed for record on the 8  
day of May, A.D. 2000 at  
4:20 o'clock P. M., and duly  
recorded in book 155 on page 536  
Fee \$ 4.00 5.40  
By James D. [Signature] Register of Deeds  
Also see Plat 124 A+B Deputy

**C-8 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-9 GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

**C-10 SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on any lot.

**C-11 UTILITIES.** All utilities relating to gas lines, electric lines, cable television and telephone lines must be underground from utility easements to the residence which it serves.

**C-12 LIABILITIES.** Any and all cost incurred by an owner or potential owner in fulfilling his obligations under the restrictions and covenants shall be born by the said owner or potential owner. No liability for said costs, whether an applicant is accepted or rejected, shall be born 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 annually by the Wilson Economic Development Corporation. Any vacancies on the committee may be filled by the Wilson Economic Development Corporation.

**D-2 PROCEDURE.** The committee's approve 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 30 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 in part.

(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 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.

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