

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
APR 19 1979

360-509

NO. 4 35127
BETIE F. MCCART
REGISTER OF DEEDS

RESTRICTIVE COVENANTS FOR
FRAIRIE SUNSET ESTATES

Amelia F. Full
Deputy
RESTRICTIVE COVENANTS applying to all of the
following described real estate, to-wit:

All of tracts or portions of tracts in NE $\frac{1}{4}$,
Section 12, Township 28, Range 2E, Sedgwick
County, Kansas.

The restrictions hereinafter set forth shall be
filed in the Office of the Register of Deeds of Sedgwick County,
Kansas, and shall be applied in full to all the tracts above
mentioned and described, and all deeds to said tracts that shall
be given shall be subject to the provisions hereof:

General Purposes of Conditions

The real property described hereof is subject to
the conditions, covenants, restrictions, reservations and easements
hereby declared to insure the best use and the most appropriate
development of each building site thereof; to protect the owners of
building sites against such improper use of surrounding building
sites as will depreciate the value of their property; to preserve
so far as practicable, the natural beauty of such property, to
guard against the erection thereon of poorly designed or improperly
proportioned structures, and structures built of improper or
unsuitable materials, to insure the highest and best development
of said property; to encourage and secure the erection of attractive
homes thereon; with appropriate locations thereof on building sites;
and in general to provide for a high type and quality of improvement
on said property.

A. No structures shall be erected, altered, placed or
permitted to remain on any building site subject to this Declaration
other than one single-family dwelling for private use, an attached
garage, guest house, barns for livestock permitted, and other
outbuildings incidental to residential use of the premises.

B. The exterior of all outbuildings must be finished with
paint or other decorative materials at the time of erection. Any
such building must be constructed with new materials in a good and
workmanlike manner and the design must be architecturally compatible
with the residence on the building site. Metal outbuildings and
other pre-built outbuildings are expressly prohibited.

C. Each dwelling shall have no less than a two car attached
garage. A garage shall be deemed attached if its roof is a
continuation of the main dwelling roof.

D. It is expected that each owner will do a reasonable
amount of landscaping and in any event must keep his yard and the
area used as pasture seeded at all times. It is required that
owners keep all grass and weeds mowed and trimmed in a neat and
presentable manner. Should any owner fail to properly cut and
mow his property after due notice has been brought to his attention,
the Homeowner Corporation may cause such cutting, mowing and trimming
as may be necessary and charge the cost thereof to such owner and if
he should fail to pay such charges, the same may be collected in a
civil action filed by the said Homeowners Corporation against
said owner.

Handwritten notes:
Sedgwick County, Kansas
6/15/79

E. No retail, wholesale, manufacturing service or repair business of any kind nor any so-called home occupations shall be permitted on any building site or in any single-family dwelling or appurtenant structure erected thereon. No activity which may be or become an annoyance or nuisance to the neighborhood, shall be carried on upon any building site or in any detached single-family dwelling or appurtenant structures erected thereon. Location of a small business office in a dwelling is not deemed a violation thereof.

F. No basement, tent, shack, garage, barn, trailer, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

G. No used, secondhand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any mobile home be moved, placed or permitted to remain upon a building site subjected to these covenants, provided however nothing herein shall prohibit the use of newly constructed prefabricated or modular components.

H. No more than one horse may be kept on one full acre of ownership and no more than three horses may be kept for each ownership in the addition. Owner must have fences erected and barn completed before moving any horse onto any building site. All livestock must be maintained in sanitary conditions at all times. Grazing of livestock tied to a rope is expressly prohibited. Common household pets including a maximum of four dogs may be kept. No other animals or poultry of any kind may be kept on any building site. The Homeowners Corporation may by resolution limit the number of any permitted animals if it finds a nuisance exists in the development. The Homeowners Corporation may require the removal or penning of any dog it considers vicious or a public nuisance.

I. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the buildings sites herein restricted; provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site, used for the sole exclusive purpose of advertising for sale or lease the building site upon which it is erected and improvements thereon, if any.

J. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or any of the building sites covered by these covenants. Fuel oil storage tanks as a part of the heating equipment of a detached single family dwelling shall be permitted only if located underground.

K. All outside trash containers must be kept at the rear of the dwelling and must be covered and screened from public view, and their location must be such that dogs and other animals cannot tip them or otherwise cause the contents thereof to be spilled upon the ground.

L. Any propane and/or fuel tanks used must be screened by plantings and/or fencing.

M. Any boats, automobiles, travel trailers and/or any other vehicle not in normal daily use and which are stored outside must be stored at the rear of the residence, and out of sight from the road.

N. Easements effecting all tracts are reserved for utility installation and maintenance and for drainage.

O. All residence structures shall have minimum finished living area. Square footage requirements, exclusive of garages, porches, and basements, as follows:

Standard single level units - 1500 square feet.
Bi-levels - 1600 square feet total both levels.
Tri-levels - 1500 square feet total all levels.
1½ story - 900 square feet ground floor, 1500 total.
2 story - 900 square feet ground level, 1600 total.

P. All electrical services shall be underground.

Q. All residences must be completed within twelve (12) months from the date construction commences, and all residences must be connected to county and/or state approved septic or other satisfactory sewer system prior to occupancy. 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 have been approved by the Architectural Control Committee. This committee shall consist of Ira E. Pray and Goldie L. Pray until the Homeowners Corporation is established.

R. Owners of improvements in said development shall keep the same painted, repaired and properly maintained and will not permit the accumulation of junk anywhere on the premises. All buildings shall be arranged in neat fashion so as to enhance the appearance of the development.

S. The installation of barbed wire is prohibited and all fencing material including posts must be new material and painted or other commercial finishes applied. All fencing shall be placed in a workmanlike manner with proper corner post supports supplied to prevent sagging or fences losing their alignment.

T. Each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantor and upon its successors and assigns and upon each of them and all parties claiming under them for a period of ten (10) years from date hereof, and automatically shall be continued thereafter for successive periods of five (5) years each; provided, however, after three-fourths of the building sites have residences constructed thereon that two-thirds of the property owners, as hereinafter defined, owners of the building sites herein subject to this Declaration which are hereby restricted, may release all of the land so restricted from any one or more of said restrictions or may enlarge, change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for records in the Office of the Register of Deeds of Sedgwick County, Kansas.

Any interpretation of these Restrictive Covenants needed or requested by any interested party shall be made by the Homeowners Corporation and such interpretation shall be final and binding unless rescinded or modified by affirmative vote of two-thirds of the owners within thirty (30) days after such interpretation is published.

U. The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said building sites, their successors and assigns, and with each of them to conform to and observe said restrictions as to the use of buildings sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any person or persons, except in respect to breaches committed during his or their holding title to said land, and the owner or owners of any of the above land and/or Grantor at their option, shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observances of restrictions set forth above, in addition to ordinary legal action for damages.

V. Invalidation of any one of these covenants or any part thereof by judgments or court order shall be nowise affect any of the other provisions which shall remain in full force and effect.

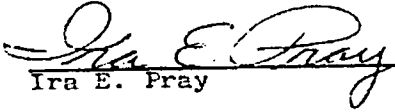
After dwellings have been completed upon two-thirds of the building sites then two-thirds of the owners will organize the aforementioned Homeowners Corporation.

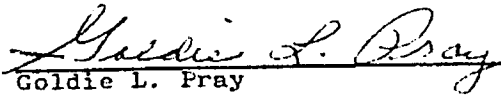
The acquisition of a building site and/or existing residence in said development will automatically carry with it a membership in said Homeowners Corporation with the liabilities and benefits of such membership. Membership in said corporation is in owners only with one membership per building site and such membership shall cease upon sale of such member's property.

When the said Homeowners Corporation is formed, notice of a meeting of members shall be promptly called who shall adopt By-Laws, elect directors and officers and take such other action as may be appropriate. Each member shall have an equal vote. The By-Laws shall provide for termination of said corporation upon affirmative vote of two-thirds of the members.

The said Homeowners Corporation shall have the power to assess owners any amount in excess of the amounts heretofore provided with the affirmative vote of seventy-five percent (75%) of the members of such corporation.

IN WITNESS WHEREOF, the undersigned Grantor has hereunto executed this document the day and year first above written.


Ira E. Pray


Goldie L. Pray

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

Before me, the undersigned, a notary Public, in and for said County and State, on this 18th day of April, 1979, before me personally appeared Ira E. Pray and Goldie L. Pray, husband and wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

Juanita M. Dole
NOTARY PUBLIC
JUANITA M. DOLE

My Commission Expires January 18, 1981

