



Sedgwick County
Register of Deeds - Tonya Buckingham
Doc. #/Flm-Pg: 29761865

Receipt #: 2058451
Pages Recorded: 2

Recording Fee: \$38.00

Cashier: Hebeque

Authorized By: Tonya Buckingham

Date Recorded: 04/13/2018 09:24:56 AM



RESTRICTIVE COVENANT

THIS DECLARATION made this 7th day of March, 2018, by Broadmoor One, LLC, a Kansas limited liability company, hereinafter called "Declarant",
WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

WOMER PLAZA 2ND ADDITION

Lots 1 through 5, Block A

Lot 1, Block B

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A" and "B", Womer Plaza 2nd Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. Reserve "A" is reserved for open space, lakes, landscaping, and drainage purposes.

Reserve "B" is reserved for entry monuments, streets, signage, open space, landscaping, utilities and drainage purposes.

Reserves "A" and "B" shall be owned and maintained by the Lot Owner's association for the addition.

2. That a Lot Owner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A" and "B", as designated on the plat of Womer Plaza 2nd Addition, Wichita, Sedgwick County, Kansas, shall be deeded to the Lot Owner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Lot Owner's Association being formed shall provide specific pertinent language requiring that the Lot Owner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A" and "B", Womer Plaza 2nd Addition, Wichita, Sedgwick County, Kansas, under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

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A. That the Declarant or the Lot Owner's Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.
and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner's Association and said entity has not responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owner's Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Womer Plaza 2nd Addition, Wichita, Sedgwick County, Kansas, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

5. No parking shall be allowed on both sides of the 58-foot width commercial streets platted within Womer Plaza 2nd Addition, Wichita, Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in all lots in Womer Plaza 2nd Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Broadmoor One, LLC

By: 

Max Cole, Manager

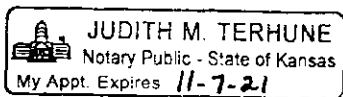
STATE OF KANSAS)

COUNTY OF SEDGWICK)

SS:

BE IT REMEMBERED, that on this 7th day of March, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Max Cole as Manager of Broadmoor One, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 11-7-21)


Notary Public