

**DECLARATION OF RESTRICTIVE COVENANTS
AFFECTING
OSAGE COUNTRY ADDITION
AN ADDITION TO SEDGWICK COUNTY, KS**

The Declaration made effective this 1st day of November 2019 by the undersigned, Kelley Commercial, Inc., hereinafter called Grantor.

WITNESSETH:

WHEREAS, a plat of Osage Country Addition to Sedgwick County, Kansas has been filed in the office of the Register of Deeds, Sedgwick County, Kansas.

WHEREAS, Grantor is the owner of the lots described in said plat, and is desirous of subjecting the real property to the conditions, covenants, restrictions, and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof.

NOW, THEREFORE, the Grantor hereby declares that the real property described in the plat of, and referred to as Osage Country Addition, is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, reservations, easements hereinafter set forth.

ARTICLE I

A. DEFINITION OF TERMS

"Residential Building Site" as well as "Building Site" shall mean any one or more lots, as platted, or any tract as conveyed, consisting of contiguous land upon which a detached single-family dwelling may be erected in conformance with the requirements of these covenants.

"Detached Single-Family Dwelling" or "Single-Family Dwelling" shall mean a building and appurtenant structure thereto as defined in Section A, subparagraph 2 hereof, erected and maintained in conformance with the requirements of these covenants for private residential purposes and designed for occupancy by a single family. It shall not mean any flat, apartment, multi-family dwelling or duplex, even though intended for residential purposes.

1. No structure shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than one new detached single-family dwelling, for private use, a private 3-car attached garage, and any additional outbuildings as approved pursuant to subparagraph 2 below. Metal buildings used as primary residence will not be allowed. Any additional outbuildings must be of the same style as the single-family dwelling, including the roof type, unless otherwise approved by Grantor.

2. No detached single-family dwelling or other improvements as herein defined shall be erected, placed or altered on any premises in said development until the buildings or other improvements plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to, and approved in writing by, the Grantor as to conformity and harmony of external design, with the maximum outbuilding size of 50' x 60', including the height of such improvements, with existing structures in the development, and as to location of the improvements with respect to topography, grade, and finished ground elevation. Provided, however, that Grantor, its successors or assigns, shall not be liable for any mistake in judgment, negligence or non-feasance or itself, its agents, or employees, arising out of or in connection with the approval or disapproval or failure to approve any such plans, Likewise, any person submitting plans to the said Grantor for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or she will not bring any action or suit to recover for any such damages against the said Grantor. In the event said Grantor fails to approve or disapprove such design, height, and location within sixty (60) days after said plans and specifications have been submitted to him, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of these covenants or without Grantor's approval required herein and if prior to completion thereof, x) no notice of noncompliance is filed with the Register of Deeds, or y) suit brought to enjoin erection, establishment or alteration of such improvements has been commenced, this covenant will be deemed to have been fully complied with.

3. Landscaping shall be kept in neat and natural appearance, and lawns maintained in neat manner. We encourage grass to be planted or sodded as soon as possible, but in order to allow for settling, it is only required to be completed by the 2nd planting season after completion of the home.

4. No house shall be constructed upon any building site with less than thirteen hundred (1,300) square feet of living area under one roof on the ground level exclusive of garages, carports, overhangs, and basement; provided, however, that all multilevel

structures shall have a minimum of one thousand eight hundred (1,800) square feet of living area and all floor levels not more than 4 feet below grade shall be counted in computing the minimum requirements exclusive of garages, carports, overhangs, and basements. Each house constructed on any building site shall have a garage attached, to serve a minimum of three (3) standard size automobiles.

4A. All roofs minimum of 6/12 pitch. Roof materials will consist of Heritage II or equivalent. No metal roofs will be allowed on primary residence without written permission by Grantor.

4B. Front elevation of single-family dwelling must include brick or stone. A minimum of 50% brick, stone, or brick/stone combination is required on the front elevation.

5. The Front Building Set-Back Line shall be a minimum of 50 feet. Side building Set-Back Lines shall be 15 feet. No single-family dwelling or outbuilding shall be located within the Front Building Set-Back line or Side Building Set-Back line. Any outbuildings shall be a minimum of 25 feet from the rear of any single-family dwelling.

6. No excess dirt shall be hauled off or removed from development. Excess dirt may be needed by a neighbor or other development purposes.

7. No retail, wholesale, manufacturing, or repair business of any kind (nor so-called home occupations involving vehicular traffic by employees, customers, vendors, or the public) shall be permitted on any building site or in any detached single-family dwelling or appurtenant structure erected thereon. No activity which may be or become any 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. The following home occupations are hereby approved: Amway, Avon and similar sales representatives; child-care: hairdressers; residential home building contractors; and realtors so long as no substantial traffic is associated with such activities.

8. No dwelling shall be occupied until all exterior elements are complete. All construction of any improvement shall be completed with 12 months of initial excavation. No basement, tent, shack, garage, barn or other outbuilding erected on building site covered by the 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.

9. 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 trailer or mobile home be moved,

placed or permitted upon building site subject to these covenants, No cars, trucks, tractors, semi trucks, trailers or other vehicles and/or trash, old appliances, refuse or junk of any kind shall be stored or permitted to remain on any building site or portion thereof, unless said items are stored inside any enclosed garage or outbuilding.

10. If any owner of a lot fails or refuses to cut grass, weeds or brush from the cleared portion of the property, Grantor may do so and assess the costs thereof as a lien against the property. Cleared portion of the property shall be defined as the area within 50 feet on either side and rear of single-family dwelling and the area from front of single-family dwelling to the front street.

11. No animals or poultry of any kind, other than house pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants.

12. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the buildings sites herein restricted without the consent in writing from the Grantors excepting the use of signboard on each building site, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

13. Split-rail, wrought iron and black or green chain link fences shall be permitted in front yards. Except with the approval of Grantor in writing, no fence, masonry wall, hedge, mass planting or structure which materially obscures the view of the single-family dwelling from the street shall be permitted nearer to the front of the building setback line than the front face of the dwelling; nor shall any television or radio transmission or receiving antennae project higher than ten (10) feet above the highest peak of the single-family dwelling.

14. Oil drilling, oil development operations, refining, mining operation 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 excavations or shafts be permitted upon any of the building sites covered by these covenants.

15. Any detached building shall be subject to subparagraph 2 and shall be made of a color similar to the home on said lot. No galvanized tin shall be allowed on any outbuildings. A permit must be issued for primary residence prior to detached building permit. Detached building cannot be occupied as residence. Maximum

outbuilding size of 50' x 60' with a maximum sidewall height of 16' and maximum peak of 26'.

16. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side or rear of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those facilities for which a public authority or a utility company is responsible.

17. These covenants and restrictions shall run with the land and shall be binding on all owners within Osage Country Addition and their grantees, heirs 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 majority of lots shall, by resolution at a special meeting called for that purpose upon mailed notice to all such owners, 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 the Register of Deeds.

18. These covenants further may be amended at any time upon the affirmative vote of the owners of fee title to seventy-five percent (75%) of the lots and approval of Grantor (so long as Grantor owns any lot in the addition). Such amendment may include the formation of an Owners' Association to acquire, develop and maintain signage, sidewalks, or other common areas. Upon amendment of the covenants and the formation of such an association, dues may be assessed against the lots and liens imposed to secure the collection of same. Such amendments shall be effective if signed by the owners of seventy-five percent (75%) of the lots and by the Grantor (so long as Grantor owns any lot in the addition) and recorded in the Register of Deeds.

19. Buyer is required to sign the Restrictive Covenant with Sedgwick County for the Onsite Wastewater Disposal System.

20. Buyer of lot is required to begin house construction within 2 years of closing date. Buyer is responsible for all maintenance of the lot until time of construction begins.

21. The county must determine if you can have septic, or an alternative sewer system before any building permits can be issued.

You are responsible for the soil tests and coordinating such tests with Sedgwick County. No lagoons are allowed in this addition.

22. As of the effective date of this Declaration, Osage Country is surrounded by agricultural pursuits, including but not limited to farming, livestock and associated equipment. All owners are aware that they will be subjected to noise, dust, and other occurrences associated with the normal farming of property in the near proximity to Osage Country.

23. Buyer/lot owner is required to provide Builder/General Contractor with a copy of these Restrictive Covenants.

24. There will be an additional yearly fee to maintain retention pond areas yet to be determined.

IN WITNESS WHEREOF, this declaration has been signed.

Kelley Commercial, Inc.

By _____ Date _____
Stephen R. Kelley, President

Subscribed and sworn before me this ____ day of _____, 2020, by Stephen R. Kelley, president, Kelley Commercial, Inc. on behalf of the company.

Notary Public _____
My App't Expires _____