

Corrected Protective Covenants

PHOTOCOPIED

For
***Comanche Estates
Lake Coldwater
Coldwater, Kansas
August 13th, 2007***

20071142

STATE OF KANSAS, COMANCHE COUNTY
This instrument was filed for Record on
11/7/2007 at 4:30 PM and duly recorded
Book M24 Page 623 Fees \$20.00

Guyneth Snyder, Register of Deeds_{hp}

"Protective Covenants"

THE UNDERSIGNED, **City of Coldwater**, sole owner of the following restrictive described premises: do hereby covenant, declare, and agree that the following restrictive and protective covenants shall become in full force and effect and binding upon the undersigned owner, their heirs, assigns and grantees, and all future purchasers, their heirs, assigns and grantees, of tract in said premises and upon each and every lot of the following described subdivision of real property, to wit:

Lots 1 thru 18, Block 1; Lots 1 thru 26, Block 2; Lots 1 thru 8 and lot 10 & 11, Block 3; and Lots 1 thru 18, Block 4; Comanche Estates, City of Coldwater, Comanche County, Kansas

A rural-residential subdivision situated within the corporate boundary of the City of Coldwater, Comanche County, Kansas, according to the survey and plat made thereof by White, Hunsley & Associates, surveyor, the same having been filed for record in the office of the Register of Deeds of Comanche County, Kansas, April 5th 1984, in Plat Book 2 Page 26.

The purchaser shall be provided a Warranty Deed reserving unto the seller (City of Coldwater) all minerals including but not limited to Oil, Gas, Water, Wind and Gravel.

1. **PURPOSES:** The purposes of these covenants are to ensure the use of this property for attractive residential purposes only; to prevent nuisances; to prevent the impairment of the attractiveness of the property; to maintain the desired tone of the community, and thereby to secure each tract owner of the full benefit and enjoyment of this property with no greater restrictions on free and undisturbed use of his tract other than is necessary to ensure the same advantages to other tract owners; and to all only that use in which is consistent with these covenants, whether or not the same embodied in the conveyance or other instruments affecting the title to the property.
2. **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 the majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.
3. **ENFORCEMENT:** Should the owner and/or tenants, on any tract in **Comanche Estates** violate any of the restrictive covenants and/or conditions herein, and thereafter refuse to correct same and to abide by said

restrictions and conditions herein, then in such event, any owner or owners of any tract in the subdivision may institute legal proceedings to enjoin, abate, and/or correct such violation or violations and the owner of the tract permitting the violation of such restriction and/or conditions shall pay all attorney's fees, such legal proceedings to maintain and enforce the said restrictions and conditions. Said Attorney's fees and costs to be fixed by the court, and only if the court feels reimbursement is due. It is further agreed that the amount of such attorney's fees, court costs and other expenses allowed and assessed by the court, for the aforesaid violation or violations shall become a lien upon the land as of the date of legal proceedings were originally instituted. Said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the same manner as liens upon real estate.

4. **LAKE ACCESS**

- a. Homeowners are provided (2) vehicle permits yearly. Access to Comanche Estates shall be the Coldwater Lake entrances only.

5. **LAND USE AND BUILDING TYPE:**

The following apply to all the tracts within the **Comanche Estates**:

- a. Construction shall begin within 1 year from the date of the Warranty Deed-conveying title to purchaser. Construction must be completed by the end of the second year. Should construction fail to commence within this time the "City of Coldwater" retains the right to repurchase the tract from the owner at the original cost of the tract.
- b. Only ONE (1) single family dwelling is permitted on each tract, and of new construction including prefabricated homes which are attached to a basement or permanent foundation with at least 1200 square feet of living area on the ground floor, exclusive of garage and porches.
- c. NO dwelling or structure on any tract shall be nearer to the front lot line or nearer to the side street line than thirty feet. There will be a fifteen foot set back from side lot lines. For the purpose of this covenant, eaves, steps, and porches are part of the building or structure.
- d. Height Restrictions of no more than 20 ft above grade for all structures in Block 1 - Offering A; Block 2 - Offerings A, F, & L; Block 3 - Offerings A, B, C, D, E; Block 4 - Offering A.
- e. No tract shall be re-subdivided without City Council Approval.
- f. All household sewage disposal systems will be connected to City Sewer. All water will be connected to City Water, no water wells allowed. No natural gas hookups are available. Options for heating are Electric or LP (propane). Practical and aesthetic consideration should apply to LP tank Placement; including screening or fencing of such tank.
- g. No excavation shall be made on any side property for the purpose of obtaining sand, rock, clay, dirt, or gravel, whether for profit or otherwise.
- h. If more than one motor boat, house boat, or similar water borne vehicle and more than one travel trailer or motor home is maintained, stored, or kept on any tract, then the additional boats, trailers and motor homes must be housed completely within a structure and not be seen from any location.
- i. In attempt to control the type and kind of vehicles to be parked at each residence, the following covenants apply:

1. No busses, semi-trailers, or similar vehicles or equipment will be permanently parked on any tract.
 2. No vehicles, boats, trailers, equipment, or recreational vehicle is to be parked that is not complete or in reasonable appearance. Must have current registration, aired tires and appear to be in an operable condition.
 3. No major vehicle repair or vehicle overhaul is to be allowed unless it is housed completely within a structure and not seen from any location.
- j.** No obnoxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- k.** All lot owners are responsible for maintaining reasonably good repair and appearance of any structure on this tract. All landscaped plantings and all yard decorating are to be of appearance and condition that normally is acceptable to most neighbors. No Fence, wall, hedge or mass planting shall be permitted except upon submission of plan and approval by the city council.
- l.** All electrical service, telephone lines and cable television service shall be placed underground and no overhead service to any dwelling unit shall be permitted to serve lighting of the streets and common area.
- m.** No structure of a temporary character, trailer, recreational vehicle, automobiles not in use, basement, tent, shack, garage, barn, or other outbuilding shall be placed or used on any tract at any time as a residence either temporarily or permanently.
- n.** No tract shall have its elevation or grading modified from its natural state other than to construct the building pad for the dwelling or outbuilding, to construct feasible vehicular access to the dwelling or outbuilding, or to provide off street parking. No lighted Arenas will be allowed.
- o.** No sign, poster, display, billboard or any other advertising device of any kind shall be displayed to the public view on any tract except;
- 1.) One professional sign of not more than twelve square feet advertising a tract in the Subdivision for sale or rent.
 - 2.) Signs of no more than 32 square feet advertising by any one owner.
 - 3.) One sign per tract of no more than 12 square feet used by a builder to advertise on a lot in the subdivision during the construction period.
- p.** No tract or portion thereof shall be used in whole or in part for the storage, or dumping of rubbish of any character whatsoever; not for the storage of any property or thing that will cause such tract to appear in an unclean, or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any tract that will emit foul or obnoxious odors; or, that will cause any noise that will or might unreasonably disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All garbage shall be disposed of or hauled off to an officially designated dumpsite. There is to be no burning of rubbish, trash, or garbage at any time on any tract.
- q.** The exterior construction of any dwelling, residence, barn, garage or outbuilding placed or erected on any tract must be of new materials which consist of brick, brick veneer, stucco, stone, mission stone, wood, or metal designed for siding, or combination of the above.

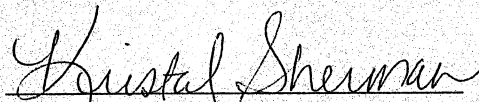
- r. No washing machine, dryer, freezer, refrigerator, car bodies, machinery, nor any tools or objects which can be construed as detracting from the appearance of the tract shall be exposed, but shall be placed in a suitably roofed and closed structure of new material only.
 - s. No objects or materials (including tires) not component as part of the home, except antenna, air conditioners and solar collectors may be maintained on roofs of the residence, auxiliary structures, outbuildings, canopies, awnings, porch covers, or barns.
 - t. No animals, livestock or poultry of any kind or description, except domestic cats and dogs and customary household pets shall be allowed and at all times be suitably penned. No household pets at any time shall be allowed to wander or roam unattended.
 - u. There shall be no all-terrain vehicles, dune buggies, go carts, or any type of motorized vehicle designed primarily for off road use allowed on any portion of the property, except in storage. Storage should not be visible from the street or any other tract. Golf Carts may be allowed by Special Permit if & when approved by the City Council.
6. **BREACH OF COVENANTS:** It is further stipulated that breach of any of the foregoing conditions and covenants shall not affect any mortgage, or other lien, which in good faith that may be exist at the time of any breach, upon said property or any improvements thereon.
7. **INVALIDATION:** Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
8. **SPECIFIED ARCHITECTUAL GUIDELINES:**
The following is a list of items the **City of Coldwater** recommends:
- 1. High quality construction and contractors.
 - 2. Aesthetic conformity and harmonious blend of architecture throughout.
 - 3. Conformance with local, state and any other applicable building codes and restrictions, including soil erosion control.

IN WITNESS WHEREOF, we the undersigned have caused this instrument to be executed this 7th day of November, 2007.

City of Coldwater, Kansas


Anthony W Smith, Mayor

ATTEST:



Kristal Sherman
Coldwater City Clerk

BE IT REMEMBERED, That on this _____ day of _____ 20 __, before me, a Notary Public, in and for the State of Kansas, duly acknowledged the execution of the same, for and on behalf, of said assignees. I have read, understand & agree to the Protective Covenants for Comanche Estates, Coldwater, Kansas.

SEAL:

Buyer

City of Coldwater, City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written,

My appointment Expires: _____

**State of Kansas:)
) ss
Comanche County:)**

Notary Public

BE IT REMEMBERED, That on this _____ day of _____ 20____, before me, a Notary Public, in and for the State of Kansas, duly acknowledged the execution of the same, for and on behalf, of said assignees. I have read, understand & agree to the Protective Covenants for Comanche Estates, Coldwater, Kansas.

SEAL:

Contractor/Builder

City of Coldwater, City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written,

My appointment Expires: _____

State of Kansas:)
) ss
Comanche County:)

Notary Public