

Protective Covenants

Be it known, that on the date set forth below, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and County set forth below, personally came and appeared **Karen Marie Dickens**, herein "Appearer", being owner of the following described property:

Hill Top Subdivision, a rural subdivision of a tract of land located in the Southwest Quarter of Section 19, T30S-R3E of the 6th PM, Cowley County, Kansas, into 5 lots all as per survey.

Appearer hereby declares that said real property is now hereby subject to the following protective covenants, reservations, restrictions, easements, and conditions, in order to protect property values, and to increase the natural beauty & family atmosphere, so that each place will be an asset to the neighborhood:

- 1) Construction or installation of all dwellings and residences must first meet all Planning & Zoning criteria that are in place.
- 2) If any of these below covenants vary from Regulations, owners and residents must fulfill both by meeting whichever is the stricter, and if any of these covenants are ever in the future found to be in conflict with the County, the County shall have the final say in all matters.
- 3) Each single family residential home, dwelling, garage, mini-barn, or other residential outbuilding is to be built and/or installed in a reasonably neat and nice fashion, and each of them as well as their site area are to be reasonably maintained and kept in a reasonable, neat, orderly condition so as to be an asset to the neighborhood.
- 4) In addition to standard New Home Construction, a Retirement Cottage, Hunting Cabin, Used Home Installation, or even a second dwelling such as a Grandmother Cabin are acceptable, provided that they meet County criteria. Any dwelling of nice modern finished, ranch, traditional, historical, southwest, log, rustic, metal building, or other design is acceptable, as long as it is fully completed to have a nice finished appearance.
- 5) Multi-family apartment buildings are prohibited as they aren't in character with this setting.
- 6) Old eyesore dilapidated Mobile Homes are prohibited on the property.
- 7) All single wide Mobile and Manufactured Homes are prohibited.
- 8) A Factory Built Manufactured Home is only to be allowed if it is a Double Wide or Tripple Wide, in very good condition and of modern construction that is not older than 15 years old at time of installation, and no smaller than 1,400 sq/ft. It must be installed in such a way that meets County criteria and be blocked, anchored, & fully skirted. It also must be immobilized by removing tongues and axles.
- 9) Factory Built Modular Homes also must be in very good condition, not more than 15 years old at time of installation, and no smaller than 1,200 sq/ft.
- 10) Only one dwelling in the Factory Built categories addressed in Paragraph's 8 & 9 is to be allowed per lot.
- 11) Setbacks: **A)** All lots shall have minimum setback for all dwellings and outbuildings of **30 feet** from lot lines and **100 feet** from Roadways; **B)** Factory Built homes addressed in Paragraph's 8 & 9 shall have an increased minimum setback of **50 feet** from lot lines and **120 feet** setback from Roadways.
- 12) In the various improvement activities that may be undertaken, or when performing any dirt work or culvert installations, drainage and the flow of the creeks and other interior contours, watersheds, drains and ditches as well as county road ditches are not to be obstructed in any way that would adversely affect any neighbor.
- 13) In addition to the Road Right of Way Easements shown on survey for Roadways, an additional 20 Ft wide Utility

Easement is reserved along said roadway right of ways, for drainage and for any Utilities desired including electric, water, etc, for access, installation, and maintenance of all utility needs along said roadways.

14) Farming and raising crops is allowed to continue on any tract where the owner desires to do so, and the normal related Machine Shed, shop, barn, hay, machinery, etc, is acceptable provided they're kept neat & orderly.

15) Grazing livestock is also acceptable as long as the fences are appropriately secure so as to reliably contain livestock so that they do not wander to the neighbors place.

16) Hobby farming, gardening, horses, cows, rabbits, a small flock of laying hens, etc, are allowed for the hobbyist, and for home activities, but their fences, barns, corrals, and cages must be built in an orderly construction that looks neat, and that reliably contains the pets and animals so that they are not allowed to wander off their owners property and thereby possibly become a nuisance to the neighbor.

17) Intensive Animal Farming Operations such as feedlots and intensive commercial pig and poultry farming are prohibited because of the associated stench and odors.

18) A dog can be a nice pet, yet dogs and other pets must be kept on leash, or in kennel or fence or otherwise reliably constrained from wandering off owners property.

19) Hunting is a great opportunity for family enjoyment, and this rural environment is excellent for wildlife habitat. Yet, hunting and all other firearm uses must be conducted in a safe, law abiding, respectful manner that respects neighbors, livestock, pets, machinery, surrounding residences and buildings.

20) Illegal or obnoxious activity, loud music, junk cars in the yard, garbage debris piles, dumping, landfills, and other unsightly activity are prohibited.

21) All residents and owners have a neighborly obligation to work together to help support and improve the peaceful atmosphere of the community in any way that they have opportunity to do so.

All of the provisions herein shall run with the land and shall be binding upon "Apparer", and all current and future owners forever, in it's entirety, unless any amendment is properly executed.

Any provision herein may be amended by written agreement of the owners of at least 4 of the 5 Lots platted in this rural subdivision, and any amendment must have said owners notarized signatures and be filed for record in the Office of Register of Deeds of Cowley County, Kansas.

Be it known, that on this 4th day of August, 2020, before me, the undersigned Notary Public, in and for the County of Pratt, State of Kansas, personally came and appeared **Karen Marie Dickens**, who executed the within instrument and duly acknowledged to me her execution of the same as her free and voluntary act and deed.

Karen Marie Dickens
Karen Marie Dickens

In Testimony Whereof, I, Notary Public, hereunto set my hand, and affix my official seal on this the day and year last above written:

Kerry A. Von Schiltz
Notary Public

