

Viña Del Rey Estates
RESTRICTIVE COVENANTS
(5/12 Pitch Covenants)

STATE OF KANSAS } SS
SEDGWICK COUNTY }

MAY 3 3 54 PM '01

DILL HECK
REGISTER OF DEEDS

S. Christian
Deputy

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, are of the developers of the lots, parcels or pieces in the following described real property, to-wit:

A tract of land in the SW ¼ of sec. 19, twp. 28-S, R-2-E, of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the NE corner of said SW ¼; thence N89 degrees 20'42" E along the north line of said SW ¼; 2483.54 feet to the NE corner of said SW ¼; thence S00 degrees 11'47"W along the east line of said SW ¼, 1404.68 feet to the SE corner of the north 80 acres of said SW ¼; thence S89 degrees 20'42"W along the south line of said north 80 acres, 2478.72 feet to the SW corner of said north 80 acres; thence N00 degrees 00'00" E along the west line of said SW ¼, 1404.61 feet to the point of beginning, subject to road rights-of-way of record. (Gross Area: 3484800.00 Sq.Ft., or 80 Acres, more or less.)

Now known as Vina Del Rey Estates with the exception any lots, parcels or pieces that may be exempt.

Grantors proposed to subdivide and sell the above described real property in tracts of various sizes, and does hereby impose the following protective restrictions and covenants upon the above described real estate in order that they may be put on record in the office of the Register of Deeds of Sedgwick County, Kansas, and in order that all covenants hereinafter made covering any portion of the above described real property shall be subject thereto, to-wit:

1. Definitions:

Basement Home: A home that is built with 50% or more of the main living space below the natural grade of the lot.

Return To: Brown, Dangler, Good & Rider, LC
200 E. First, Ste. 200
Wichita, KS 67202 (w)

Initial *[Signature]* Date 4/27/01
Initial *[Signature]* Date 05/02-01
Initial *[Signature]* Date 5/2/01

20.00
cc

Domestic Animals: Dogs, cats, in-the-home pets such as hamsters, guinea pigs, aquariums, and birds such as canaries and tropical birds.

Manufactured Home: Pursuant to K.S.A. 58-4202 "means a structure which:

- (1) Is transportable in one or more sections which, in the traveling mode, is 8 body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling, with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein; and
- (2) Is subject to the federal manufactured home construction and safety standards established pursuant to 42 U.S.C. § 5403."

Modular Home: pursuant to K.S.A. 58-4202 "means a structure which is:

- (1) Transportable in one or more sections;
- (2) not constructed on a permanent chassis;
- (3) designed to be used as a dwelling on a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein; and
- (4) certified by its manufacturer as being constructed in accordance with a nationally recognized building code."

Representative of the Estates: The current residents/purchasers of individual lots shall choose among them one person to act as their representative on issues that concern them and the value of their property in the Vina Del Rey Estates.

Residential-Design Manufactured Home: pursuant to the Wichita-Sedgwick County Unified Zoning Code "means a manufactured home on a permanent foundation which has minimum dimensions of 22 body feet in width, a pitched roof, and siding and roofing materials which are customarily used on site-built homes, and which complies with the architectural and aesthetic standards specified in Sec. IV-D of this Code."

Subterranean Home: Same as a basement home.

Initial	<u>[Signature]</u>	Date	<u>4/27/01</u>
Initial	<u>[Signature]</u>	Date	<u>05-02-01</u>
Initial	<u>[Signature]</u>	Date	<u>5/2/01</u>

Time Value of Money: A home that is appraised at \$125,000.00 at the time of the filing of these covenants would not be comparable to a \$125,000.00 home ten years from now. Due to the consumer price index and economy, a comparable home ten years from now may appraise at \$225,000.00. (This is an example of the time value of money.)

Watercraft: Boats of any kind, jet ski's and any other item that is constructed for use on water.

Yard Waste: Grass clippings, leaves, weeds, and limbs.

2. All tracts shall be used for residential purposes and driveway culverts and building code requirements must meet county engineering specifications.

3. Each tract shall consist of not less than five (5) acres, including easements, and is limited to one (1) residential dwelling per tract, unless permission for additional homes are granted by the county planning authority and approval is given by Representative.

4. Each site-built residence constructed shall have a minimum floor space of 1500 square feet on the main level of a one level dwelling, exclusive of garage, basement, and porches. Once the construction has begun, it must be completed within one (1) year. If an extension of time is needed due to unforeseen circumstances, a written request must be submitted to Representative for approval. Such approval or denial must be made in writing within 15 days of receiving the written request.

5. For a two-story dwelling, the main level will be a minimum of 1,300 square feet and 1800 square feet overall, exclusive of garage, basement and porches.

6. For one and a half story dwellings, the same requirements exist as for that of the two-story homes in five (5) above.

7. The Representative of the estates has the right to approve or deny all building plans for detached buildings for the architectural design. The Representative will respond in writing to the request within fifteen (15) days of receiving such plans whether they approve or disapprove.

Initial	<i>[Signature]</i>	Date	<i>4/27/01</i>
Initial	<i>[Signature]</i>	Date	<i>05-02-01</i>
Initial	<i>[Signature]</i>	Date	<i>5/2/01</i>

8. When one hundred percent (100%) of the lots in the estate are sold, a Homeowners Association can be formed to appoint a committee for architectural approval.

9. The newly formed Homeowner's Association also has the right to add new restrictive covenants for said estate, upon agreement of the majority of the resident homeowners. These restrictive covenants will apply to all homeowners bound by these covenants in the Vina Del Rey Estates.

10. All resident dwellings erected on any site must have a minimum setback of 60 feet from main road that is controlled by township of said estate, and 35 feet from side and back property lines.

11. All resident dwellings erected on any site must have the front of the house facing the road mentioned above with no greater than a forty-five degree (45°) angle from facing the street front is permissible.

12. No mobile homes, manufactured homes, or resident design manufactured homes as defined in paragraph 1 Definitions herein, shall be allowed in the Vina Del Rey Estates. Modular homes must meet the following criteria:

- a) The roof must have a pitch of 5/12 or greater.
- b) All homes must have a two-car attached garage that is perpendicular to the home and must extend out a minimum of ten feet in front of the home.
- c) The structure must be new and not previously owned.
- d) The dwelling must have a minimum of 1,800 square feet not including basements, garages or porches.
- e) Exterior siding must be lap vinyl siding, or stone, brick, or stucco or a combination thereof.
- f) Placement must be on a permanent foundation or basement.

13. No previously erected structures of any kind shall be moved or placed, either in sections or as a whole, upon said estates unless they meet the following criteria:

Initial	<i>[Signature]</i>	Date	4/21/01
Initial	<i>[Signature]</i>	Date	05-03/01
Initial	<i>[Signature]</i>	Date	5/2/01

- a) All homes will be reviewed and approved by the Grantors.
- b) They must have an appraisal from a financial institution or a licensed appraiser within the previous twelve (12) months of being moved onto said estates. The appraised amount must be a minimum of \$125,000.00 and the time value of money will apply to the future worth.
- c) A list of any improvements of said home, once it is located on a permanent foundation on said estates, must accompany a written request to the Representative as to the intent of any such improvements.
- d) Any other structures must have written approval from the Representative before placing it on said estates.

14. No temporary type structures of any kind is allowed including detached out buildings from approved dwelling for the purpose of temporary residence neither prior to construction, during, or when construction is complete. These tracts are for the sole purpose of one (1) single family dwelling per lot.

15. All outbuildings, including detached garages, shall be placed behind resident dwellings and said buildings shall match the dwelling with the type of siding material used and approved by the Representative prior to construction. The Representative shall reply to written requests in writing within fifteen (15) days of receiving the written request.

16. All lagoons are to be placed behind the resident dwellings and must comply with all codes and regulations.

17. All unlicensed vehicles, including but not limited to antique vehicles, rebuilding projects, vehicle collections, and wrecked vehicles, shall be kept in a covered out building or garage. No unlicensed or inoperable vehicles are to be kept outside for storage purposes. Motor homes, boats, campers, and one (1) operable tractor may be placed behind the dwelling and behind a 6 foot privacy fence.

18. Any and all fences on said premises must be neat in appearance and kept in good repair. The use of barbed wire, razor wire, snow fencing or anything similar is prohibited on any portion of the said estates.

Initial	<i>[Signature]</i>	Date	4/27/01
Initial	<i>[Signature]</i>	Date	05-02/01
Initial	<i>[Signature]</i>	Date	5/2/01

19. No used car lot, auto salvage, construction materials, pipe yard, junkyard or debris shall be located or permitted upon said estate. No noxious or offensive trade or activity shall be conducted upon any tract or within any building thereon which may become an annoyance or nuisance to the development. Composting of yard waste will be permitted but must be limited to one location per lot and must be properly attended so offensive odors do not occur and internal combustion is not likely. The compost site must be kept neat in appearance.

20. The usual household pets shall be permitted upon said tracts with no more than three (3) dogs and two (2) cats, or a combination thereof. All animals are to be vaccinated per county and state laws and regulations. No kennels, catteries, or pet businesses of any kind is permitted. No exotic animals or animals considered to be dangerous including but not limited to bears, cougars, wolves, bobcats, or aggressive breeds of dogs or mixtures that exhibit aggressive behavior. No pigs, goats, sheep, chickens or other fowl are allowed. Horses are allowed per county code regulations and must be kept on the owner's land in adequate pens with shelter. The pens must be maintained to alleviate offensive odors and nuisance to the development.

21. A minimum of two (2) trees and three (3) shrubs are to be planted after construction is complete. Grass and landscaping shall be required upon the completion of construction of dwelling, from the front of the dwelling to the street and approximately one (1) acre total around sides and back of dwelling. The remainder of the tract shall be planted in the same type of grass as around the dwelling, prairie grass, brome or other native grasses compatible to Kansas weather to eliminate the growth of weeds. No grass or ground cover shall be allowed to grow higher than 24". If the property becomes a nuisance, the Homeowners Association has the right to contract such maintenance or repairs to be done at the property owner's expense.

22. Invalidatation of any of these covenants or any part thereof by judgments of court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

23. These covenants shall and do hereby provide that no structure or other improvements not used as a single family dwelling as herein defined shall be erected, placed, altered and/or commenced on any premises in said development until the building or other improvement plans, specifications and plot plan, showing the location of such improvements on the particular building site have been submitted to and approved in writing as to the conformity and harmony of external design, including the height of such improvements, with

Initial	<i>[Signature]</i>	Date	<i>4/12/01</i>
Initial	<i>[Signature]</i>	Date	<i>05-02-01</i>
Initial	<i>[Signature]</i>	Date	<i>5/2/01</i>

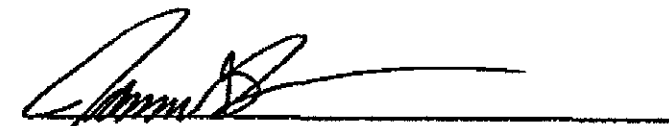
existing structures in the development, and as to location of the improvements with respect to topography, grade, and finish ground elevation by the Representative, provided however, that the Representative and Grantors, their successors or assignees, shall not be liable in damages to any other owner or owners of land covered by this instrument by reason of itself, its agents or negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any such plans, likewise anyone so submitting of such plans and any owner by so acquiring title to the property covered hereby, agrees that he/she or it will not bring any action or suit to recover for any such damages against the said Grantors, Representative or Homeowners Association in the event said Grantors, Representative, or Homeowners Association fail to approve or disapprove such design, height and location within fifteen (15) days after plans and specification have been fully complied with. If construction, including fencing, is commenced before the approval of the Representative, it may require the owner to tear down such construction and restore the premises to previous condition.

24. These restrictive covenants shall run with the land and be binding on the purchasers of lots within the Vina Del Rey Estates development located in Sedgwick County, Kansas, as of April 1, 2001, and their successors in title and their respective heirs and assigns.

25. If the parties hereto or their successors in title and their respective heirs and assigns shall violate or attempt to violate any of the restrictive covenants herein, it shall be lawful for any person(s) owning a portion of the premises herein first described to prosecute in any court of competent jurisdiction any proceeding in law or in equity against the person(s) so violating or attempting to violate any such restrictive covenant, either for the purpose of preventing he/she or them from doing or to recover damages for such violation(s).

MAX
APR 1
In witness whereof, this instrument has been executed this 2nd day of April, 2001.

Capital Land Management, L.L.C.

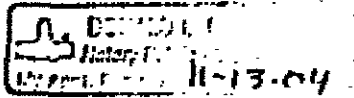

James Hashbarger, Member

Initial *JH* Date 4/27/01
Initial *MS* Date 05-02-01
Initial *MS* Date 5/2/01

SUBSCRIBED AND SWORN to before me this 2 day of ^{MAY} April, 2001.

Donald W. Mulvaney
Notary Public

My appointment expires: 11-13-04



Roger Hashbarger
Roger Hashbarger, Member

SUBSCRIBED AND SWORN to before me this 27th day of ^{April} January, 2001.



Kimberly A. Mulvaney
Notary Public

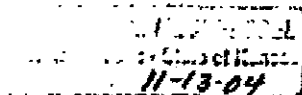
My appointment expires: July 10, 2003

Dennis Riley
Dennis Riley, Member

SUBSCRIBED AND SWORN to before me this 2 day of ^{MAY} January, 2001.

Donald W. Mulvaney
Notary Public

My appointment expires: 11-13-04



Initial DM Date 4/27/01
Initial RR Date 5/2/01
Initial _____ Date _____

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CITY CLERK'S ORIGINAL
RETURN TO CITY CLERK

1999 PAGE 1444

Approved / Accepted By City Council

This DEC 21 1999

RESTRICTIVE COVENANT

This Declaration made this 12th day of October, 1999, by Capital Land Management, L.C., a Kansas Limited Liability Company, (hereinafter referred to as Grantor).



*Judy Hight
Deputy*

WITNESSETH

WHEREAS, Grantor is owner of VINA DEL REY ESTATES, an Addition to Sedgwick County, Kansas, which property is located near McConnell AFB and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon a resident's enjoyment of property and may, depending upon the degree of acoustical treatment of the dwelling, affect his health and/or well being, and

WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any buildings constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area,

NOW THEREFORE, Grantor hereby declares that Vina Del Rey Estates shall be and the same is subjected to the following restrictive covenant, to-wit:

Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

Executed the date and year first above written.

Capital Land Management, L.C.

James A. Hashbarger
James A. Hashbarger
Managing Member

Roger D. Hashbarger
Roger D. Hashbarger
Managing Member

Dennis E. Riley
Dennis E. Riley
Managing Member

Katherine M. Riley
Katherine M. Riley
Managing Member

STATE OF KANSAS } SS
SEDGWICK COUNTY }
Dec 27 12 29 PM '99
BILL NEMK
REGISTER OF DEEDS

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CP*

98-116

Restrictive Covenant
Page 2 of 2

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 12 day of OCTOBER, 1999, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came James A. Hashbarger, Roger D. Hashbarger, Dennis E. Riley and Katherine M. Riley, as Managing Members of the Capital Land Management, L.C., 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.

Donald L. Meckfessel
Notary Public

(My Commission Expires: 11-13-00)

