

**GOLDEN BELT HEIGHTS
SUBDIVISION COVENANTS AND RESTRICTIONS**

These Subdivision Covenants and Restrictions (“Covenants”) are made this 14th day of March, 2022, by the City of Abilene Land Bank (the “Developer”).

WHEREAS, the Developer, as owner of the lots legally described in the attached and incorporated Exhibit A (“Development”), desires to place covenants and restrictions on said property for the purposes of (i) enhancing and protecting the value, desirability, and attractiveness of the Development, (ii) encouraging and assisting the orderly economic development of the Development, (iii) increasing the public benefit to be derived from the Development, (iv) promoting the efficient development of the Development, and (v) promoting the public health, safety, and welfare.

WHEREAS, these Covenants shall run with the Development and shall be binding upon all parties having or acquiring any right, title, or interest in the Development, or any part thereof, and shall insure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by Developer and future owners, the Developer places the following restrictions and covenants upon said Development:

1. PRIMARY DWELLING: Each lot shall be restricted to a maximum of one primary single-family residence structure. The ground floor of the residence structure shall contain finished square footage of no less than one thousand (1,000) square feet. Garages, porches, breezeways and patios are not included in the calculation of finished square footage. The residence shall be located so as to provide front, side, and rear yards in compliance with the setback requirements shown on the plat. For purposes of these Covenants, the term “lot” shall mean a subdivided lot within the Development as shown on the plat or amendments thereto.

2. GARAGES, DRIVEWAYS AND ACCESSORY STRUCTURES: All residences shall have a two-car attached or built-on garage. Connection with the residence may be by breezeway. A concrete driveway shall be built from the street to the garage at a width equal to the width of the entire garage. The garage shall be built with the same exterior finish as the residence.

One accessory building may be built in the rear yard of the residence and shall not exceed 225 square foot or be more than 12 feet in height. It shall be designed in harmony with the residence and shall contain similar exterior material as the residence. No metal sheds, metal roofing or siding is allowed.

3. FENCING: If fencing is desired, the fence shall be of wood, polyvinyl, wrought iron, or chain link construction. No fence is allowed in a front yard. Fences shall not exceed six feet in height.

4. SITE PLAN: A site plan must be provided to the City of Abilene, Kansas as a condition to the issuance of any initial building permit. The plan is a comprehensive sketch or drawing showing the location of the dwelling, fences, outbuilding and trees and shrubs on the lot, together with a copy of the blue prints and shall include a description of building products to be used and color scheme.

5. CONSTRUCTION PERIOD: Every dwelling shall be constructed, completed, and receive an occupancy permit within no more than 365 days after the date of issuance of a building permit by the City of Abilene, Kansas; provided, however, that upon written request by an owner that has commenced and is diligently pursuing completion of construction, the City Manager, or his or her designee, may grant up to two (2) forty-five (45) day extensions of the deadline to receive an occupancy permit.

6. VARIANCES: Variances from compliance with any of the provisions of these Covenants, including restrictions or limitations on height, size, floor area, or placement of structures or similar restrictions, may be approved by the Abilene Zoning Administrator pursuant to the administrative variance procedures and standards in Section 25-10 of the Abilene Zoning Regulations, and amendments thereto. If any such variance is granted, no violation of the provisions of these Covenants shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that no variance shall operate to waive or grant a variance from any of the provisions of these Covenants for any purpose except as to the particular property and particular provision covered by the variance. No variance shall affect in any way the owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including but not limited to zoning regulations or any other requirements imposed by the City of Abilene or any other governmental authority having jurisdiction.

7. ABILENE CITY CODE: The Development is within the city limits of the City of Abilene, Kansas and the land and any owner is subject to all provisions of the Abilene City Code. A building permit is required prior to commencement of construction. The City of Abilene has adopted versions of International Residential Codes, and certain specialties, such as electricians and plumbers, must be licensed within the city.

8. UTILITY SERVICE: All new utilities shall be placed underground, except for temporary services during construction.

9. PARKING AND STORAGE: No boats, campers, recreational vehicles, trailers, mobile homes, pickup campers, unlicensed or inoperable vehicles, unused building material, or

any other material shall be kept, stored or otherwise maintained on any of the lots unless enclosed in a garage. A guest of an owner may park a mobile home vehicle, camper or trailer upon the property while visiting such owner for a period not to exceed seven (7) days. Owners shall not allow guests to park such campers more than three (3) times in any calendar year.

10. CHICKENS: No chickens shall be kept or harbored within the Development.

11. YARD MAINTENANCE: Debris of any type shall not be allowed to accumulate. The owner of each lot shall be responsible for keeping the lot in good order and free of debris, including but not limited to the maintenance of the lawn and yard area of the lot, the pruning and trimming of shrubbery and trees, and the painting and appropriate external care of all buildings in such a manner as to keep the Development attractive and in compliance with all applicable laws.

12. NUISANCES: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that might create an annoyance or nuisance to the neighborhood. No lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All rubbish, trash, and garbage shall be kept in a covered container until disposed of by a waste disposal contractor.

13. TENANTS: An owner shall not be prohibited from renting all or any portion of a structure in the Development to one or more tenants; provided, however, that the owner shall be responsible for ensuring each tenant's knowledge of, and full compliance with, these Covenants. In the event of a violation of any covenant or restriction by a tenant or guest of an owner, the owner shall be responsible for such violation in the same manner as if the violation had been committed by the owner.

14. POST-CONSTRUCTION CHANGES: Any changes to a dwelling, garage, or other accessory structure after initial construction shall be in keeping with the requirements of these Covenants.

15. ENFORCEMENT: These Covenants may be enforced by the Developer or an owner of any lot within the Development. In addition to injunctive relief and damages, any owner found to be in violation will be responsible for court costs and reasonable attorney fees incurred in enforcing these restrictions.

16. AMENDMENTS: Notwithstanding any other provision of these Covenants, until all lots within the Development have been sold or conveyed by the Developer, the Developer reserves the right to amend these Covenants without the approval of any owner or any other person; provided, however, that no such amendment shall have the effect of changing the covenants or restrictions applicable to construction on any lot for which construction is occurring pursuant to a validly-issued building permit by the City of Abilene, Kansas. Thereafter, these Covenants may be amended by a majority of the owners of the lots within the Development. Each lot owner is entitled to one vote. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves, determine; but in no event shall more than one vote be cast with respect to any lot. Notice of any change shall be provided in writing to all lot owners and any amendment which is approved shall be in writing and signed by the Developer and/or

owners approving the same (as applicable), with the signatures to be notarized and filed of record.

17. ASSIGNMENT OR RELINQUISHMENT: Notwithstanding any provision in these Covenants to the contrary, until such time as all lots within the Development have been sold or conveyed by the Developer, the Developer may unilaterally assign, transfer, or convey, without the approval or joinder of any of the owners or any other person, any or all of the Developer's rights created or reserved under these Covenants. Any such assignment, transfer, or conveyance shall be effective only when such assignment, transfer, or conveyance has been signed by the transferor and the transferee and has been recorded in the Office of the Register of Deeds of Dickinson County, Kansas. The Developer may (but shall not be required to), at any time, voluntarily relinquish all or any part of the Developer's control and rights under these Covenants by executing and recording a document setting forth such relinquishment and recording such document.

18. TERM: These Covenants shall remain in full force and effect for a period of twenty-five years from the date of recording, unless earlier terminated pursuant to the provisions herein.

19. BINDING EFFECT: These Covenants shall run with the Development and shall be binding upon all parties having or acquiring any right, title, or interest in the Development, or any part thereof, and shall insure to the benefit of each owner thereof.

20. SEVERABILITY: In the event any provision of these Covenants is found to be invalid by any court, then the invalid provision will be removed but such will not affect the remaining provisions which will remain in full force and effect.

IN WITNESS WHEREOF, the Developer has set its hand.

"DEVELOPER"

CITY OF ABILENE LAND BANK

By: Dee Marshall
Dee Marshall, Chairperson

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on March 14, 2022, by Dee Marshall as Chairperson of the City of Abilene Land Bank.

My appointment expires: December 18, 2022

Shayla L Mohr
Notary Public
Printed name: Shayla L Mohr



EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT

The following described real estate in the City of Abilene, Dickinson County, Kansas, together with public rights-of-way adjacent thereto:

Area 1 (East Golden Belt Heights):

A parcel of land located in the West Half of Section 8, Township 13 South, Range 2 East of the 6th Principal Meridian in Dickinson County, Kansas, more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 8; thence on an assumed bearing of N 00°00'00" E along the West line of said Southwest Quarter a distance of 668.20 feet to the Southwest Corner of the North Half of the Southwest Quarter of said Southwest Quarter, said point also being the POINT OF BEGINNING of the parcel to be described;

- thence continuing N 00°00'00" E along said West line a distance of 1021.58 feet to the South right-of-way line Interstate 70;
- thence N 90°00'00" E along said South right-of-way line distance of 30.00 feet;
- thence N 12°45'36" E along said South right-of-way line a distance of 947.27 feet;
- thence N 86°59'06" E along said South right-of-way line a distance of 956.79 feet;
- thence N 86°26'10" E along said South right-of-way line a distance of 141.67 feet;
- thence S 00°07'21" E along the East line, and extensions thereof, of the West Half of said Southwest Quarter a distance of 1996.85 feet to the Southeast Corner of said North Half of the Southwest Quarter of the Southwest Quarter;
- thence S 89°40'08" W along the South line of said North Half of the Southwest Quarter of the Southwest Quarter a distance of 1340.38 feet to the POINT OF BEGINNING;

Said parcel contains 57.53 acres, more or less, and is subject to easements, reservations and restrictions of record.