

RESTRICTIVE COVENANT

THIS DECLARATION made this _____ day of _____, _____
by

_____, hereinafter called
“Declarant”.

WITNESSETH

WHEREAS, Declarant is the owner of the following described property (“the Property”):

WITNESSETH

WHEREAS, K.S.A. 12-741 et. seq., and amendments thereto, authorize the City of Wichita and Sedgwick County, Kansas, to adopt regulations governing the subdivision of land, consisting of the division of a lot, tract or parcel into two (2) or more parts for the purpose of sale or building development; and

WHEREAS, the Property is subject to the Wichita-Sedgwick County Subdivision Regulations (“Subdivision Regulations”) which applies to any establishment, division or redivision of land for the purpose of sale, development or long-term lease, unless specifically exempted in Section 3-105 of said Subdivision Regulations; and,

WHEREAS, “Long-Term Lease” is a lease which has a remaining term of at least 50 years, including all extensions which may be exercised by the lessee without the necessity of the consent of the lessor.

WHEREAS, the Property is an unplatted tract of real property that is, as of the date hereof, exempt from the Subdivision Regulations.

NOW THEREFORE, this Restrictive Covenant is to place on notice all owners of the Property and subsequent owners of record thereof that the Property is hereby subjected to the following covenants and restrictions:

1. No portion of the Property may be sold, long-term leased, devised or otherwise transferred or divided unless and until all portions of the Property that are not exempt under Section 3-105 of the Subdivision Regulations are first required to be platted according to the provision of said Subdivision Regulations.
2. No building permit shall be issued for the construction of any building or structure located on any portion of the property unless a subdivision plat has been prepared and approved in

accordance with the Subdivision Regulations, unless specifically exempted in Section 3-105 of the Subdivision Regulations.

3. If the property, or any other portion thereof, is sold, long-term leased, devised or otherwise transferred or divided causing the Property, or any portion thereof, to be in violation of Section 3-105 of the Subdivision Regulations, and no subdivision plat has been prepared and approved, the owner responsible for the transfer or division is subject to the penalties described in the Subdivision Regulations. The person to whom the property, or any portion thereof, was sold, long-term leased, devised or otherwise transferred or divided without the preparation and approval of a subdivision plat shall also be subject to the penalties described in the Subdivision Regulations and does not qualify for an exemption pursuant to Section 3-105.
4. This Covenant is binding on the Declarant, the Declarant's heirs, successors and assigns and is a Covenant running with the land, binding on all successors in title to the Property.
5. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated or modified only upon written consent of the appropriate governing bodies. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

Declarant

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

Signed and sworn to me this _____ day of _____, 200____, by

_____.

Notary Public

SEAL

My appointment expires: _____