



Betty Jo Abitz-Register of Deeds
Pottawatomie County, Kansas

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**DECLARATION AND AGREEMENT ESTABLISHING
COVENANTS RESTRICTING USE OF LAND AND BUILDING
RESTRICTIONS FOR SCENIC WOODS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Hartwich Brothers, LLC (herein "Developers") has caused a subdivision in Pottawatomie County, Kansas to be platted and as part of such platting has adopted and does hereby adopt the following restrictions and covenants applicable to all the real property covered in said area described as follows:

Lots 1-26 in Scenic Woods Subdivision, Pottawatomie County, Kansas

1. Restricted Use of Lots. No structures shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than one new detached single-family dwelling, for private use, which dwelling shall have a minimum two-car attached garage. No lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise.
2. Landscaping. All natural surface areas disturbed by construction shall be promptly replanted in ground cover, shrubbery, grass or trees to prevent undue erosion, including but not limited to all right of ways abutting each lot owned by the respective lot owner. All lot owners shall be responsible for maintaining, in a reasonable and customary manner, all landscaping located upon their respective lot including right of ways as set forth above. Vegetable gardens will not be permitted in the front or side yard areas. Living trees naturally existing upon a lot, except to the extent necessary for construction purposes, shall not be cut, trimmed or removed from the properties, except that the Developers may approve thinning or trimming.
3. Signs or Advertising. No sign or advertising billboards or other type of advertising criteria shall be placed on any building site used for a period of not more than three (3) consecutive days at any one location within any calendar year. Signs offering property for sale shall be permitted only during the time the property is being offered for sale.

4. Building Restrictions. The following building restrictions must be met:

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a. Square Footage. The ground floor finished living area of any residential structure, excluding basement and garage space, will be no less than one thousand, six hundred (1750) square feet, except in the case of a two story home, which must have a minimum of twenty-one hundred (2100) square feet total of finished living area on both levels, the first floor of which shall have a minimum square footage of fifteen hundred (1500) square feet.

b. Roof Design. No structure may be erected or placed on any lot with a roof pitch of less than 6/12 pitch. No three-tab shingles are allowed. Homes shall have more than one roof line. The roof overhang shall be a minimum of eighteen (18) inches.

c. Stone Accents and Siding. At least fifty percent (50%) of the front surfaces of a dwelling home shall incorporate natural stone, cultured stone, man-made stone, or brick facings and accents. All other exterior wall surfaces shall be sided with horizontal, lapped siding. No vertical or sheet siding shall be permitted.

d. Developer Approval. Final house designs must conform to the restrictions included in this covenant. No building or structure shall be erected, placed or altered upon any lot until the construction plans and specifications, including elevation and grade, have been submitted to and approved by the Developers. Building plans must include a site plan, a floor plan, specifications regarding exterior window and door openings, roofline, exterior building materials and color, and proposed ground line.

No changes to the color of the house or any other modifications may be made without the approval of the Developers.

e. Construction Completion Requirement. After plans and specifications have been approved by the Developers, construction must be completed within twelve months from the time it commenced, excepting, however, that this period may be extended at the discretion of the Developers. Construction commencement time will start when building permit(s) are issued.

f. Building Codes. All building will strictly adhere to Pottawatomie County ordinance, codes, approvals, and permits.

g. Building Setback. All structures shall maintain a minimum building setback distance from the front of the property line of fifty (50) feet. All houses must face in the general direction of the servicing road. All lots will have only one entrance from the servicing road or as approved by Pottawatomie County Zoning or Board of County Commissioners.

h. Power Lines. No overhead electricity, telephone, cable or any other utility lines shall be allowed.

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i. Utilities. All Utilities, including but not necessarily limited to, water, sewer, gas, electrical, telephone, and cable T.V., shall be underground. All Utilities shall be provided to Scenic Woods by third party providers. If the gas utility is propane, all propane tanks shall be buried, unless burial is precluded by applicable safety laws and regulations.

j. Outbuildings. Outbuildings must be approved by the Developers. Any outbuildings approved must match the exterior design and appearance of the dwelling house located on the lot. No metal roofs or metal buildings will be allowed with the exception that if a dwelling house contains a metal roof, the outbuilding roof must match the dwelling.

5. Business Use Excluded. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind or so-called home occupations shall be permitted on any building site or in any detached single-family dwelling even though this does not include the employment of any additional person or persons in the performance of such services. No activity that may be an annoyance or nuisance to the neighborhood shall be carried on upon any building site or in any detached building.

6. Temporary Living Use Excluded. No stand alone basement, tent, shack, garage, erected on a building site covered by these covenants shall be at any time (including during construction) used for human habitation temporarily or permanently.

7. Used Houses, Modular Homes, Manufactured Homes, Mobile Homes, Earth Homes and/or Log Cabin Homes Excluded. No used, second-hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, nor shall any manufactured or modular home be erected upon said land, nor shall any mobile house be moved, placed or permitted to remain upon a building site subjected to these covenants. No building of any kind shall be permitted to be built out of cement blocks or cinder blocks. No earth home and no log cabin homes shall be permitted to be built on any lot subject to this provision.

8. Livestock and Animals. Dogs and cats may be kept as household pets, but no breeding of any of said animals for sale shall be permitted. Owners and occupants shall not permit said animals to run loose on other peoples' property and a violation of these restrictions shall constitute a violation of these covenants and is hereby declared to be a public nuisance. No livestock of any kind or poultry shall be maintained or permitted on the premises. However, each owner shall have the right to keep and maintain up to four (4) domesticated chicken hens per dwelling house subject to this Declaration. No roosters or crowing hens shall be allowed to be kept or maintained on any property subject to this Declaration.

9. Trash and Debris. Property owners shall keep their respective property painted, repaired and properly maintained and will not permit the accumulation of junk anywhere on the premises. All dwellings shall be arranged in neat fashion so as to enhance the appearance of the development. No cars, car bodies, or chassis, either junk or operational, shall be stored on said property unless in daily use with current license tags and title in possession of the owner. Outside storage of any building materials is expressly prohibited except for new building material, which may be necessary for construction. Said building materials may be stored for thirty (30) days

prior to the beginning of construction. Each resident must secure the service of public trash collection agent for normal trash and garbage collection and shall not allow trash or other debris to accumulate more than seven (7) days. Said trash must be stored in the garage or screened from public view, except on days of collection.

10. Parking/Vehicle Storage. Parking shall be accommodated on site with no overnight parking allowed on public streets. Exceptions will be made for on-street parking that is necessary to accommodate guests. Parking or storage of motorboats, houseboats, or other similar water-born vehicles, recreational vehicles and equipment including campers, trailers, motor homes, trucks and race cars will be permitted only in an attached, enclosed garage or in the driveway. Said recreational vehicles may be parked in the driveway only on a seasonal basis. No parking of such vehicles will be allowed on the public streets or in the front, side or back yards.

11. Fencing/Walls. Fences are not allowed. Exceptions to this restriction may include required fencing for swimming pools and dog run fencing. In these instances, wrought iron fences with iron, stone, or brick pillars or similar quality fencing will be permitted. No chain-link fencing will be allowed. Privacy screens of other materials may be permitted by the Developers around patios or decks so long as the Developers determine that the materials and design are in harmony with the house, but in no instance shall such screens penetrate the building setback lines. No fencing of any kind will be permitted in the front area of any lot.

12. Decks and Gazebos. All decks and gazebos must be approved by the Developers and their design should be included in the preliminary and final plans submitted for the home. Such designs should reflect the details of the decking, structure, railings, and stairs. All decks and gazebos shall be stained or painted to match the home's color scheme. Future construction of decks and gazebos will be permitted if approved under the same terms as above by the Developers.

13. Driveway Construction. All driveways must be well maintained and be constructed of either gravel or paved.

14. Invalidation of Covenants. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

15. Duration. These restrictions and covenants shall run with the land and shall continue in effect for thirty (30) years from the date of filing and shall automatically be extended for successive period[s] of five (5) years thereafter, unless terminated or modified by a majority of the owners of the lots as set forth below.

16. Modification. These restrictions and covenants may be modified at any time by action of the owners of a majority of the lots within said subdivision. However, Developer shall have the right to amend or modify these restrictive covenants until such time as the last lot is sold.

17. Enforcement. These restrictions and covenants may be enforced by Hartwich Brothers, LLC, their successors or assigns, or by action by any landowners. Action to enforce may be an injunction, for damages, for forfeiture of title, or any or all of them.

Adopted by Hartwich Brothers, LLC this 13 day of November, 2023.

Hartwich Brothers, LLC

By: *Cody Hartwich*
Cody Hartwich, Member/Manager

STATE OF KANSAS)
) ss:
COUNTY OF POTTAWATOMIE)

BE IT REMEMBERED, that on this 13 day of November, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Cody Hartwich, Member/Manager of Hartwich Brothers, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Lindsey McRoberts
Notary Public

My Appointment Expires:

03-18-25

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Adopted by Hartwich Brothers, LLC this 13 day of November, 2023.

Hartwich Brothers, LLC

By: *Will Hartwich*
Will Hartwich, Member/Manager

STATE OF KANSAS)
) ss:
COUNTY OF POTTAWATOMIE)

BE IT REMEMBERED, that on this 13 day of November, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Will Hartwich, Member/Manager of Hartwich Brothers, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Lindsey McRoberts
Notary Public

My Appointment Expires:

03.18.25

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