

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

WESTLAND ACRES

THESE TRACTS CONTAIN 30 ACRES MORE OR LESS.

WHEREAS the City Officials will convey the above-described property subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth in R-1A single family residential district.

NOW, THEREFORE, it is hereby declared that lots 3 thru 14 and 17 thru 34 of the Re-Plat of Westland Acres subdivision shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

GENERAL COVENANTS AND RESTRICTIONS

1. The lots and any building or structure now or hereby erected on a lot shall be occupied and used for a single-family residence only and will be 1500 square foot or larger. No building of any kind shall be erected, placed, maintained, or permitted to remain on any lot other than a single-family residential dwelling and customary outbuildings. Only one residence may be erected on anyone of the lots. No lot or any part of that lot shall be used for business or commercial purposed.
2. None of the lots, shall be subdivided, re-platted, or rearranged in any manner that would allow a greater number of houses to be constructed than the number of lots in the subdivision.
3. All fencing shall be done in a good, neat, and tasteful manner in the rear yard only. Per Article 19 Supplementary Use Regulations; Conditional Uses; Accessory Uses; Prohibited Uses, Items) 1 through 3 in the Arma Zoning Regulations.
4. All construction activities, materials and debris shall be confined to the lot on which construction occurs. Exteriors of homes shall be of the type and quality reasonably recognized and approved by home building contractors and suppliers. Steel buildings are allowed but not as a residents.
5. Except during construction of the residence, there shall be no parking of commercial vehicles on any street within the subdivision, other than for routine pick-up of delivery.

6. No motor vehicles under repair, inoperative motor vehicles, machinery or commercial equipment shall remain on any street within the subdivision or on any part of any lot for more than 3 consecutive days, except when stored in an enclosed structure that is allowed by these covenants.
7. All lots shall be kept and maintained in a neat and clean condition and shall be mowed as reasonably necessary to maintain a neat appearance following City Ordinance #535.
8. No individual water supply system, whether for consumption or watering of the yard shall be permitted.
9. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by most of the City Council of the lots has been recorded, agreeing to change said covenants in whole or in part.
11. Invalidation of anyone of these covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.
12. No driveways will be allowed on West South Street.

Rock Anderson, Mayor of the City of Arma, Kansas certifies that these restrictive covenants for the Re-Plat of Westland Acres Subdivision supersede and replace any existing restrictive covenants that may exist.

Dated: _____

Rock Anderson, Mayor

State of Kansas, County of Crawford

This instrument was acknowledged before me on _____, _____, by Rock Anderson, in his capacity as Mayor of the City of Arma, Kansas

My appointment expires: _____, _____

Notary Public

I have read and understand and agree to abide by the declaration of general covenants, conditions, and restrictions of Westland Acres.

Buyer Date

Buyer Date