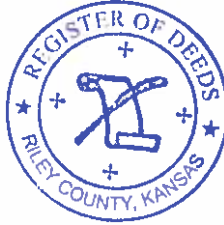


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Riley County Scanning Label



Debra J. Register  
Register of Deeds  
Riley County, Kansas  
Book: 872 Page: 5961  
Receipt #: 212002 Total Fees: \$102.00  
Pages Recorded: 7  
Date Recorded: 12/28/2017 4:09:21 PM

**RESTRICTIVE COVENANTS AND CONDITIONS  
PERTAINING TO LOTS IN  
THE HIGHLANDS AT GRAND MERE, UNIT ONE  
AN ADDITION TO THE CITY OF MANHATTAN,  
RILEY COUNTY, KANSAS**

KNOW ALL PERSONS BY THESE PRESENTS THAT: The owners of lots One (1) through Twenty-Nine (29) inclusive, in The Highlands at Grand Mere, Unit One, an Addition to the City of Manhattan, Riley County, Kansas, do hereby adopt the following restrictions and covenants applicable to all the aforesaid lots in said addition and do hereby declare that the aforesaid lots in said addition shall be subject to the following covenants and restrictions, to wit:

**SECTION I: USE OF LAND**

None of said lots may be improved, used or occupied for other than residential purposes, and no duplex or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said lots shall be designed for occupancy by a single family. All construction shall be new construction; no house, garage, or outbuilding shall be moved onto any lot including housing constructed elsewhere.

**SECTION II: CONSTRUCTION AND LANDSCAPE PLAN REVIEW**

Once the builder and/or architect and client have agreed upon a home design, the plans for original construction must be submitted to the developer for review and approval at:

Schultz Real Estate Development  
Tim and Angela Schultz  
4345 Rory Road  
Manhattan, Kansas 66502  
Email: [aschultz@schultzconst.com](mailto:aschultz@schultzconst.com)

The plans must include the following:

1. An accurate site plan, drawn to scale (preferably 1" = 10') reflecting the proposed placements of the home, driveways, sidewalks, pool, patio, deck, retaining walls, etc.
2. Floor plans of each level of the home, clearly labeled, and including the square footage.
3. All elevations should be drawn to scale and windows, doors, chimneys, retaining walls, steps, railings, decks, and patios should be shown. Roof pitches and overall dimensions should also be reflected. Building material types should also be specified.
4. A landscape plan should be drawn to scale and incorporate the site plan elements including trees, other plant materials, drainage patterns, berms, retaining walls, and any landscape lighting.

### **SECTION III: PERMITTED HEIGHTS OF RESIDENCES**

No residence erected on any of said lots shall be more than two stories in height.

### **SECTION IV: REQUIRED SIZE OF RESIDENCES**

Any residence one story in height erected on any of said lots shall contain a minimum of 1,600 square feet of enclosed floor area.

Any residence two stories and one and one-half stories in height erected on any of said lots shall contain a minimum of 1,800 square feet of enclosed floor area, of which at least 1,100 square feet shall be on the first floor.

Any split-level, bi-level, or tri-level residence erected on any of said lots shall contain at least 1,800 square feet of enclosed area, of which no less than 1,300 square feet shall be at or above the garage floor level.

The words "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floors of the residence enclosed and finished for all-year residency, computed on outside measurements of residence, and shall not mean or include any areas in below grade basements, garages, porches, decks or attics.

### **SECTION V: FOUNDATIONS**

Crawl space, full basement, and partial basements are allowed with an adequate drainage system and waterproofing provided around perimeter. No slab foundations will be permitted without written Developer approval prior to building permit being issued.

### **SECTION VI: BUILDING CONSTRUCTION**

Building siding shall be of brick, stone, stucco, wood, Masonite, hardy cement siding, or any combination of the above with a minimum of twenty-five percent (25%) of the front elevation being masonry type finish, ie: brick, stone, stucco, EFIS, or only Centurion Stone product can be used for thin veneer. Homes shall be built according to the International Building Codes (IBC) with roof pitches of at least 5/12 and minimum 12" over hangs.

Cantilevered bump-outs (other than bay windows) that don't extend to grade, e.g. for fireplace vents, shall not be allowed.

All elevation views to have a maximum of three siding materials.

Siding and masonry type materials shall terminate or change at inside corners of home.

Trim all windows and shutters, if used, shall fit windows.

All deck columns must be a minimum of 12 inches square or 12 inches in diameter. A minimum of 6 x 6 columns may be used on a single level deck if extended from masonry bases that are a minimum of 24 inches square and 32 inches in height. On a multi-level deck, a minimum 6 x 6 posts may be used if extended from a minimum 24" square masonry column that is extended to the bottom of the main level deck.

### **SECTION VII: GARAGES**

Said lots shall have a minimum double car garage with minimum width of twenty feet (20'). Side entry garages are required on all lots that share a boundary with the golf course.

All garages shall be constructed as part of, or attached to, the house by an enclosed walkway. For the purposes of these covenants, split level, bi-level, and tri-level homes, as well as two story homes, may have the garage below living space.

#### **SECTION VIII: MAILBOXES**

Mailboxes shall meet the Grand Mere Design Standard Specifications for one of three types of mailboxes as described on Attachment A.

#### **SECTION IX: SIDEWALKS**

Sidewalks are required on one side of street as per plat. Purchaser of lot is responsible for the sidewalk on lot as per City of Manhattan requirements.

#### **SECTION X: LANDSCAPE**

Lots 9 and 11 - 20, inclusive, and 27 - 29, inclusive, yards are to be planted and maintained to the lot lines.

On lots 1 - 8, inclusive, and lot 10, and 21 - 26, inclusive, yards are to be planted and maintained from the street to a point at the rear of the home where yard would easily blend back into the native grasses, using owner's best discretion of where this point is located.

All disturbed areas, on all lots, during the building process shall be planted.

All maintained yard area must have an underground irrigation system.

Landscape must include four (4) trees, two (2) in front of home and two (2) in rear of home, having a diameter of at least 2 ½" caliper.

#### **SECTION XI: RETAINING WALLS**

Retaining walls may be stacked stone, poured concrete with a veneer of stone or brick or concrete block with a veneer of stone or brick. Plain concrete or block walls are not permitted. Exposed concrete cannot exceed a height of 12 inches above grade. Stacked interlocking wall systems are permitted, but should be the straight, split-faced style, similar to Versa Lok.

#### **SECTION XII: FENCING**

Enclosure fencing along property lines must be constructed of metal, picket style material, black in color. No chain link, wire, PVC, or wood panel materials are permitted.

#### **SECTION XIII: MISCELLANEOUS SITE ISSUES**

Underground pools are permitted. Above ground pools are not permitted.

No basketball goals shall be attached to any building. All basketball goals shall be free standing, and when located on a lot having a side entry garage shall be located behind the front building set back line shown on the applicable plat.

When located on a lot having a front entry garage, a goal may be within the front setback but back as far as practical.

One communication device similar to an 18" to 24" satellite dish is allowed. It shall be placed to not be visible from the public street. No devices such as towers, large communication dishes, or antennas are permitted.

#### **SECTION XIV: OUTSIDE ANTENNAS AND SATELLITE DISHES**

One (1) residential-sized satellite dish may be placed per unit, they must be ground-mounted and screened from public streets and neighboring houses as much as possible. No external radio, television, or other antennas of any kind or nature, or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed or maintained upon the roof of any structure nor on any lot.

#### **SECTION XV: FUEL TANKS PROHIBITED**

No tank for the storage of fuel or anything else may be placed or maintained on any of said lots.

#### **SECTION XVI: LIVESTOCK AND POULTRY PROHIBITED**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except a reasonable number of commonly accepted household pets. No animals shall be kept, bred or raised within the Community for commercial purposes. In no event shall any domestic pet be allowed to run free away from its owner lot or so as to create a nuisance.

#### **SECTION XVII: SIGNS PROHIBITED**

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of said lots, provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, with a residence built thereon, which advertising shall not be more than five square feet in total area or be more than three feet in height, and may be used for the sale and exclusive purpose of advertising for sale or lease of the lot or tract upon which it is erected. Developer will be allowed to erect and maintain a development sign.

#### **SECTION XVIII: OUTBUILDINGS/ TEMPORARY STRUCTURES**

No building, or other detached structure, shall be erected on any lot.

Any builder's structure/trailer constructed to facilitate the building of a house shall be removed within a reasonable length of time after the house is completed.

No residential structure previously used or constructed at another location shall be moved onto any lot.

Construction dumpsters to be kept on building lots and off the streets if possible.

### **SECTION XIX: NUISANCES**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The landowner shall keep all weeds and grass mowed in compliance with the City of Manhattan code provisions.

### **SECTION XX: BOATS AND MOTOR VEHICLES**

No boats, trailers, buses, motor homes, campers, or other recreational vehicles shall be parked or stored in or upon any public street or lot except within an enclosed garage. No vehicle shall be repaired (excepting minor repairs) or rebuilt on any public street or lot. The Master Association may remove, or cause to be removed, any unauthorized vehicle or other items prohibited hereby at the expense of the owner thereof in any manner consistent with law.

### **SECTION XXI: CLOTHES DRYING AREA**

No portion of any lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on each lot.

### **SECTION XXII: ANNEXATION OF ADDITIONAL PROPERTY**

Additional real property may be annexed to and become subject to this Declaration as hereinafter set forth in this Article XXII at such time as the Developer may elect.

A Supplemental Declaration shall be a writing in recordable form which annexes Annexation Property to this Declaration and which incorporates by reference all of the covenants, conditions, restrictions, easements, and other provisions of this Declaration and shall contain such other provisions as are necessary to designate such property.

### **SECTION XXIII: DURATION OF RESTRICTIONS**

These covenants shall run with the land and shall be binding upon all parties hereto and on 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 ten (10) years unless an instrument signed by a simple majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part, it being understood that an owner shall be entitled to cast as many votes as he/she may own lots in said addition.

### **SECTION XXIV: ENFORCEMENT**

Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

### **SECTION XXV: SEPARABILITY**

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, these restrictive covenants have been executed on this 28 day of December, 2017.

LO Land Company, LLC  
A Kansas Limited Liability Company

Tim Schultz  
Tim Schultz, Member

Angela Schultz  
Angela Schultz, Member

STATE OF KANSAS  
COUNTY OF RILEY

BE IT REMEMBERED, that on this 28 day of DECEMBER, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tim Schultz and Angela Schultz, both members of LO Land Company, LLC, who are known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledge the execution of the same.

IN TESTMONY WHEREOF, I have hereunto set my hand and affixed my notaries seal on the day and year last above written.



My Commission Expires

Paxton Lemoine  
Notary Public

## Attachment A

Mailboxes shall meet the specifications of one of the following three types:

Type One - Mailbox Column:

- i. Maximum height: 58"
- ii. Maximum width: 24"
- iii. Faced with brick, stone, or stucco

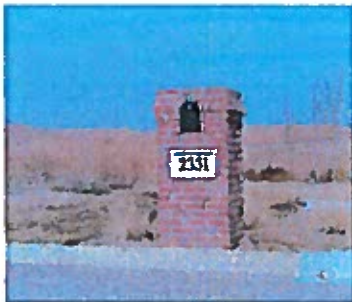
Type Two - Mailbox Column and light fixture on top of column

- :
- i. Maximum height 78", including light fixture
  - ii. Maximum width: 24"
  - iii. Faced with brick, stone, or stucco

Type Three – Grand Mere Mailbox and Post

- i. Standard as provided in the Grand Ridge Townhomes
- ii. Maximum height: 56"
- iii. Can be ordered from Custom Home Accessories, Inc. 916-635-0231

Type One



Type Two



Type Three

