FILM 0124 PAGE 0722

Approved / Accepted By City Council

This [illegible]

DEED RESTRICTIONS COV-8

THAT WHEREAS, the undersigned, Farmers and Merchants State Bank are the legal owners of the following described property situated in Sedgwick County, Kansas, to wit:

Beginning at a point on the north line of the NW 1/4 of Sec. 33, Twp. 27-S, R-2-E of the 6th P.M., Sedgwick County, Kansas, said point being 883.66 feet east of the N.W. Corner of said NW 1/4; thence east, along the north line of said NW 1/4, 100 feet; thence east, parallel with the north line of said NW 1/4, 250 feet; thence south, parallel with the west line of said NW 1/4, 60 feet; thence southwesterly, with a deflection angle to the right of 30 , 134 feet more or less to a point 1166.66 feet east of the west line said NW 1/4; thence south, parallel with the west line of said NW 1/4, 177.19 feet more or less to a point 493 feet south of the north line of said NW 1/4; thence west, parallel with the north line of said NW 1/4, 283 feet; thence north, parallel with the west line of said NW 1/4, 493 feet to the point of beginning.

Whereas, the undersigned desire to impose restrictions upon the property to guarantee the use and maintenance of the property in a manner that will be harmonious with the surrounding residential neighborhood.

NOW, THEREFORE, the undersigned, Farmers and Merchants State Bank, do hereby adopt the following restrictions, protective covenants and conditions, which are to run with the property and shall be binding on all parties and all persons claiming any interest therein for a period of twenty-five (25) years from the date of execution, at which time said restrictions, protective covenants and conditions shall be automatically extended for successive period of ten (10) years unless revised or eliminated in the manner specified herein.

1. The following land uses are the only uses permitted on the property subject to this deed restriction:

   - Garden Center
   - Landscape Contracting Business
   - All uses permitted in the "BB" Office District

2. Signs erected on the subject tract shall not exceed 20 feet in height. The use of portable signs, commercial off-premise signs, and flashing or blinking signs are prohibited.

3. Invalidation of any one of these provisions hereof, by judgment of decree of any Court having jurisdiction shall not effect or alter any of the other provisions which shall remain in full force and effect.

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10.00

City clerk

Original

4. These restrictions shall not be altered, amended, or terminated without a public hearing before the Wichita-Sedgwick County Planning Commission and City Council of the City of Wichita. Notice of such hearings shall be given as would be required by law for a zoning change on the property. Any such alteration, amendment, or termination shall require the majority vote of the then owners of the property and the approval of the City Council of the City of Wichita.

5. The restrictions contained herein are not in any manner intended to restrict the right of the City Council of the City of Wichita to exercise its legislative duties and powers insofar as zoning of the property is concerned.

6. The restrictions inure to the benefit of the City of Wichita, and the undersigned owner hereof does grant to the City of Wichita the right to prosecute, at law and in equity, against the person violating or attempting to violate such restrictions, either to prevent him or her from doing so or to correct such violation and for further remedy, the City of Wichita may withhold the Certificate of Occupancy necessary for the lawful use of the property until such restrictions herein are fully complied with.

7. All covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the successors and assigns of the City of Wichita, Kansas, and the successor and assigns of the undersigned.

8. As contract purchasers, the undersigned, Thomas O. Mosteller and Marilyn K. Mosteller, do hereby agree to the above mentioned restrictions protective covenants and conditions.

IN WITNESS WHEREOF, I have set my hand at City of Wichita, County of Sedgwick in the State of Kansas, this 21st day of December, A.D., 1988

Farmers and Merchants State Bank
Chairman of Board

Thomas O. Mosteller
Marilyn K. Mosteller
Contract Purchasers

STATE OF KANSAS

SEDGWICK COUNTY

On this 21st day of December, 1988, before me personally appeared Richard J. Custine and Thomas O. & Marilyn K.Mosteller, to me known to be the person named herein, and who executed the foregoing instrument and has acknowledged to me that he voluntarily executed the same.

DIANA L. FRITZLAN
Notary Public - State of Kansas
My Appt. Expires 2-29-92

Diana L. Fritzlan
Notary Public

My Commission Expires:

2/29/92

MICROFILMED
OF RECORD

STATE OF KANSAS } ss
SEDGWICK COUNTY }
FILED FOR RECORD AT
8:00 A M
Feb 7 89 0993371
PAT KETTLER
REGISTER OF DEEDS
Ed Reed Deputy