

CLERK OF DISTRICT COURT
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DECLARATION OF RESTRICTIONS, COVENANTS, AND HOME
ASSOCIATION'S DECLARATION AT HIGH POINT AT RIVER RIDGE FARMS

This Declaration is made this 29th day of April, 1997 by WRS, Inc., a Kansas corporation, hereafter called "Developer."

ARTICLE I
STATEMENT OF INTENT

Developer owns the real estate known as "The High Point at River Ridge Farms", situated in Johnson County, Kansas and legally described in Exhibit "A" attached hereto and incorporated herein by reference, and desires to provide for the preservation of values in the development of said property for residential purposes and for the maintenance of facilities, and therefore, desires to subject the above described property to covenants, restrictions, easements, charges, and liens hereinafter set forth which are for the benefit of said property. For this purpose, the real estate above described shall become associated and or affiliated with River Ridge Farms Homes Association, a Kansas not-for-profit corporation.

THEREFORE, the Developer desires that the real estate above described shall be held, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE II
DEFINITIONS

For the purposes of these Restrictions, the following words shall be defined as follows:

- (1) "Association" shall mean and refer to the River Ridge Farms Homes Association.
- (2) The "Property" shall refer to all such existing properties as are subject to this Declaration and any addition to the residential community known as River Ridge Farms or The High Point at River Ridge Farms which Developer or its successor may in its discretion include.
- (3) "Common Properties" shall mean and refer to the private roads, trails, lake, and other open spaces in all phases of development of River Ridge Farms or The High Point at River Ridge Farms to be held in the name of Developer or its successors, the Association and dedicated to the common use and enjoyment of all the lot owners and residents of the Properties.

- (4) "Lot" shall mean and refer to any separately divided parcel, except any common property, as may be shown by the Plat of The High Point at River Ridge Farms.
- (5) "Dwelling" shall mean and refer to any portion of a building situated upon a lot designed and intended for use and occupancy as a residence by a single family.
- (6) "Lot owner" shall mean and refer to the record owner whether one or more persons or entities of the fee simple title to any lot situated upon the Properties but shall not mean or refer to the mortgagee unless such mortgagee has acquired title pursuant to foreclosure or any proceeding instead of foreclosure.
- (7) "Member" shall mean and refer to all those lot owners who are members of the Association.
- (8) "Street" shall mean the roads and rights of way therefor as shown on the Plat of The High Point at River Ridge Farms, subject to easements for utilities and held by the Developer or the Association for the use of the Members and Lot owners, their families and guests, and of public officials while acting in such capacity.
- (9) "Front Property Line" shall mean the property line of any lot abutting the right of way line of any street.
- (10) "Trails" shall mean paths across various lots (as indicated and fully defined in the engineering survey filed in the Office of the Register of Deeds of Johnson County, Kansas, in Book 1136 at Page 616, and in Book 1193 at Page 738), or subsequent plats, declarations or other documents of record, which said paths (established for purposes of either riding or hiking) shall be easements for sewers and for the benefit and use of the Developer or Association. The Developer or Association shall be allowed to levy assessments to Members for maintenance of said Trails.
- (11) "Outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.
- (12) "Developer" shall mean and refer to WRS, Inc., a Kansas corporation, it's successors and/or assigns.

ARTICLE III
USE OF LOTS

Section 1. Residential Use.

Only one single family dwelling may be constructed upon any lot conveyed for residential purposes. Inside storage shall be provided for motor homes, trailers, boats, and other recreational vehicles, tractors and mowers. All antennae except those commonly used for television reception shall be approved in writing by either the Owner or the Association. The Developer may, however, maintain sales offices in any residence constructed.

Section 2. Lot Area.

Only one single family Dwelling may be constructed upon any lot conveyed for residential purposes.

Section 3. Setback Lines.

No structure or any part thereof, including garages and porches, shall be erected on any lot closer to the street line than the setback distances indicated in the Plat of The High Point at River Ridge Farms, except as provided in Section 6 hereof. Developer shall have the sole right under these Declarations and Restrictions to review and approve the placement of all structures on any lot.

Section 4. Dwelling size.

No Dwelling shall be constructed on any Lot unless it meets the following area requirements:

- (a) Ranch Style dwellings (one story) shall have a ground floor area of not less than 1,900 square feet with attached garage or not less than 2,200 square feet without attached garage, excluding however any basement area, whether finished or not.
- (b) Split level dwellings (one and one-half stories) shall have a ground floor area of not less than 1,500 square feet and an overall area of not less than 2300 square feet, excluding however any basement area, whether finished or not.
- (c) Two story dwellings shall have an overall area of not less than 2,500 square feet, excluding however any basement area, whether finished or not.
- (d) Reverse story and a half dwellings (ranch with finished basement) shall have a ground floor area of 1,750 square feet and an overall area of not less than 2,800 square feet, with an attached garage.

(e) Single family Villa homes (herein referred to as the "Villas") shall have the same sizes as described above in this Section 4, subject to the variances allowed in Section 6 below.

Section 5. Approval of Plans.

Construction shall not commence on any Dwelling and other improvements unless and until plot plans, architecture of structure, and building and elevations specifications, as well as details of fencing, landscaping have been first approved in writing by the Developer. All Dwellings and Outbuildings shall have wood shingle roofs unless waived in writing by Developer.

Section 6. Variances and Encroachments.

Notwithstanding anything herein to the contrary, the Developer shall have the right to permit reasonable modifications of the square footage requirements, not to exceed 10% as to homes constructed within The High Point of River Ridge which are not Villas, and not to exceed 20% as to homes constructed within The High Point of River Ridge which are Villas; and setback requirements, not to exceed ten feet, unless such variance would be prohibited by governmental regulations. Any such modification or variance permitted shall be evidenced in writing or as a plan approval and shall be executed by the Developer, or the Association after it succeeds to the rights of the Developer.

Section 7. Temporary Dwellings.

No structure of a temporary nature and no trailer, mobile home, basement, tent, garage, barn or other outbuilding shall at any time be used as a residence. No residence shall be moved from another location to any Lot herein.

Section 8. Trash and Nuisances.

No trash, garbage, ashes, junk, junk cars, or other refuse or debris shall be thrown, dumped, or placed on any Lot, on the Streets, or the Common Properties, or be permitted to accumulate or remain on any Lot. Weeds and plants shall be kept seasonably mowed and dead or unsightly growth removed on improved lots.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

It is understood that Developer shall retain the right to keep and maintain such materials and equipment as it deems to be reasonably necessary for the development of this and any adjacent property owned by Developer or its successors.

Section 9. Livestock and Animals.

No livestock, animals or poultry of any kind shall be kept or allowed to stay on any lot, except dogs, cats, or other household pets, which must remain in their Lot owners yard and nor be a menace to the neighborhood.

Section 10. Driveways.

All driveways shall be hard surfaced with concrete or asphalt (with a substantial base) and of such construction so as to be equal or better in appearance than the general road system serving the Lots.

Section 11. Fences.

All fencing or fences installed during the construction of a residence, or installed anytime thereafter must first be approved in writing by the developer. No fences shall be located any more forward in a Lot than the rear line of the house on the Lot. On lots upon which are constructed Villas homes, no fence shall be located in the side yard, unless approved by the Developer in writing.

Section 12. Utilities.

All utilities from Developer's source into building sites shall be underground.

Section 13. Sodding.

All portions of yards shall be sodded up to the street curb and such sod and yards shall be continually maintained. Developer shall have the right in its sole discretion to modify, in writing, this restriction so as to permit other types of ground cover.

Section 14. Villas lawn irrigation

The unimproved portion of lots upon which are constructed Villas homes shall, at all times of the lawn growing season, be irrigated by working and functional underground sprinklers. The specifications, type and quality of underground irrigation systems to be installed upon any patio home lot, and the placement, location and overall irrigation plan for sprinkler systems shall be subject to the Developers written approval prior to installation. The cost of the water serving the sprinkler system shall be the sole cost and expense of the Lot owner.

Section 15. Villas exterior construction.

The exterior of all Villas homes shall be constructed of stucco, brick or such other masonry materials as approved by the Developer in writing.

ARTICLE IV
STREETS AND COMMON PROPERTIES

Section 1. Use

Subject to the provisions of Section 4 of this Article, every member of the Association shall have a right and easement of enjoyment in and to the Common Properties, and any easements, if granted, shall be appurtenant to and shall pass with the title to every Lot. In this connection all Lot owners of The High Point at River Ridge Farms shall have full access and enjoyment to all Common Properties and Trails within the entire subdivision know as River Ridge Farms developed by the Developer.

Section 2. Title to Streets

All streets and roads in The High Point at River Ridge Farms have heretofore been dedicated by Developer to the public use, and enjoyment. The Association, at it's sole cost and expense and not at the cost of Johnson County, Kansas or any other municipality having jurisdiction thereover, will maintain all subdivision monuments and the easements within which they are located as well as all street islands, subdivision monument signs or markers and all plantings or other improvements located within public right of way .

Section 3. Title to Common Property

The Developer may retain the legal title to the Common Properties until such time as in the sole discretion of the Developer, the Association is able to maintain the same. Any conveyance of title to the Common Properties to the Association shall only be in writing and be subject to all easements, restrictions and reservations of record.

Section 4. Extent of Members' Easements

The right and easements of enjoyment created hereby as to the Common Properties shall be subject to the following:

(a) The right of the Developer and of the Association to assign or convey sewage, water, drainage, and other utility easements over, through or under all or any part of the Common Properties, including riding trails and lake tracts.

(b) The right of the Developer or the Association to dedicate or transfer all or any part of the Common Properties to any public authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owner or Association.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including the Developer, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for performance of an obligation shall not be a member.

Section 2. Voting Rights

The Developer shall be entitled to have and maintain one vote for each and every lot within the subdivision of The High Point at River Ridge Farms (whether or not the Developer owns such lots) until such time as the Developer owns less than ten percent (10%) of the aggregate of all of the lots within all of the plats of the subdivision of The High Point at River Ridge Farms. Thereafter the Developer shall maintain one vote per each lot owned by the Developer and Lot owners other than the Developer shall be entitled to one vote per Lot in all proceedings in which action shall be taken by members of the Association.

A Lot owner comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

The Developer may establish the Association as a separate homes association or, alternatively, cause the Association to be affiliated with the River Ridge Farms Homes Association.

ARTICLE VI
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

The Lot owner of each Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, hereby agrees to pay to the Association such annual assessments or charges for special assessments for capital improvements as may be fixed, established, and continued from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of

collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Lot owner of such property at the time when the assessment became due. Any and all assessments authorized by this Declaration may be assessed only after such time as a Lot is owned and occupied by the Lot owner.

Section 2. Purpose of Assessments

The assessments levied by the Developer or the Association shall be used exclusively for the purpose of promoting the health, safety and welfare and enjoyment of the residents in the Properties and particularly for the maintenance, the care and preservation of the Common Properties and Streets, payment of taxes and insurance thereon, the providing of trash and garbage collection, the providing of security services, the upkeep and maintenance of street islands, subdivision markers and signage and any other general maintenance and care for the general upkeep of the common area.

Section 3. Basis Annual Assessments.

(a) The annual assessment shall be \$120.00 per Lot plus the costs of trash removal and the dues as established by the Association as and for the recreational facilities of the Association, said amount to be used by Developer, or when authorized, by the Association, for maintenance of Common Properties, Streets and Trails. From and after the conveyance of the Common Properties by the Developer to the Association, the annual assessment shall be set by vote of the members.

(b) In addition to the Base Annual assessments, the Lot owners of the Villas within The High Point at River Ridge Farms shall pay an additional annual sum as and for exterior lawn maintenance, snow removal and such other services as may be agreed upon between the Developer and a majority of the Villas Lot owners at an annual meeting or specially called meeting, as such sum shall be established at any time and from time to time by the Developer or the Association. The assessment authorized by this paragraph shall be referred to as the "Villas Assessment". The Villas Assessment will be established in an amount which will cover the cost of the item of exterior work covered by the Villas Assessment plus the cost of administration to the Association as established by bids for such work and administration let by the Developer or the Association no less infrequently than every third year.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, at any time after the conveyance of the Common Properties by the Developer to the Association, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of deferring in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of a desirable capital improvement upon the Streets of the Common Properties, including the necessary firm and personal property related thereto. It is provided, that any such assessment shall have the assent of two-thirds of the votes of members attending in person or by proxy at any meeting duly called and properly held for this purpose, prior written notice of which shall be sent to all

members pursuant to the bylaws of the Association.

Section 5. Amount of Annual Assessments.

Subject to the limitations of Section 3 hereof, the Association may establish annual assessments as needed for current maintenance costs and needs of the Association. The annual assessments shall be established at any meeting of the Association duly called for this purpose with written notice to all members at least thirty days in advance, said notice setting forth the purpose of the meeting. Further the assessments shall be established only by two-thirds of the votes of those members who are voting in person or by proxy at the meeting.

Section 6. Date of Commencement of Assessments.

The annual assessments provided for herein for the Lots described within this Declaration shall commence on the date fixed by the Board of Directors of the Association. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Other Association Matters.

The Lots described within this Declaration shall be governed by that Declaration of Restrictions, Covenants, and Home Associations Declaration of River Ridge Farms as to the quorum requirements, effect of non-payment of assessments, the board of the Association and all other administrative details as to the operations of the Association and the collection of assessments not inconsistent with this instrument.

ARTICLE VII
APPROVAL OF PLANS

Section 1. Review by Developer.

No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, freestanding mailbox, gazebo or structure of any kind (collectively called "Structures") shall be commenced, erected or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, top of foundation elevation, lot grading and review of overall compliance with the subdivision plat, grading and drainage plan, color, location of the structure on the Lot have been submitted to and approved in writing by the Developer. The Developer may consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall

be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance of surrounding structures within close proximity and in keeping with the overall theme of the subdivision. No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat, or approved in writing by the Developer.

The Developer's plan approval authority, all as described within this Declaration may be assigned in whole or in part to the Association only by a written instrument executed by the Developer and filed of record describing the nature and extent of such review approval assignment.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Duration and modification

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by the Lot owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Lot owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed Agreement is sent to every Lot owner at least sixty (60) days in advance of any action taken.

The Developer reserves the right to modify all or any portion of this Declaration as to any Lot or other tract of land described within the plat of The High Point at River Ridge Farms, whether or not the Developer then presently owns such Lot or land, so long as such modification is desirable or necessary, in the sole discretion of the Developer, to further implement the development plan and theme of The High Point at River Ridge Farms. This right of Developer to modify this Declaration shall cease at such time as the Developer maintains 10 % or less of the votes for lots of the plat(s) of the subdivision The High Point at River Ridge Farms pursuant to Article V, section 2.

Section 2. Notices

Any notice required to be sent to any Member or Lot owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Lot owner on the records of the Association at the time of mailing.

Section 3. Enforcement

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both and against the land to enforce any lien created by these covenants and failure by the Association or any Lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability

In the event any one of these covenants or restrictions are held invalid by a Judgment or court order, this shall in no way effect any other provision which shall remain in full force and effect.

WRS, INC.




William R. Southerland, President

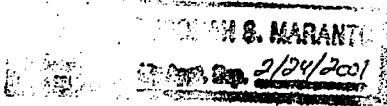
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 29th day of April, 1997 before me, the undersigned, a Notary Public in and for said County and State, came William R. Southerland, President of WRS, Inc., who is the person known to me to be the same persons who executed the within instrument of writing, and 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.


Notary Public

My Appointment Expires:



STATE OF KANSAS)
COUNTY OF JOHNSON) ss
FILED FOR RECORD

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1997 APR 29 P 4: 12.5

SARA F. ULLMANN
REGISTER OF DEEDS

EXHIBIT A

THE HIGH POINT AT RIVER RIDGE FARMS

DESCRIPTION:

All that part of the North Half of Frac. Section 14, Township 14, Range 25, Johnson County, Kansas, being more particularly described as follows:

Commencing at a point on the West line of the North Half of said Frac. Section 14, and 8.00 feet North of the South line thereof; thence N 87°44'59" E, a distance of 349.96 feet to the True Point of Beginning; thence N 1°49'45" W, a distance of 996.95 feet; thence N 87°10'15" E, a distance of 15.00 feet; thence N 1°49'45" W, a distance of 189.29 feet to a point on the South line of Tract 8 as shown on the Certificate of Survey of River Ridge Farms - No. 3, as filed in the office of the Register of Deeds of Johnson County, Kansas; thence N 87°10'15" E, along the South line of said Tract 8, a distance of 153.57 feet, to the Southeasterly corner thereof; thence N 1°49'45" W, along the East line of Tracts 7 through 2 inclusive of said River Ridge Farms - No. 3, a distance of 683.29 feet measure (682.29 feet plat), to the Northeasterly corner of said Tract 2; thence N 74°01'07" E, along the South line and its extension of Tracts 33 and 34, as shown on the corrected survey of River Ridge Farms as filed in the office of the Register of Deeds of Johnson County, Kansas, a distance of 337.19 feet; thence S 2°01'32" E, a distance of 10.00 feet; thence N 88°40'29" E, a distance of 249.58 feet measure (250.05 feet deed), to a point on the East line of the North Half of said Frac. Section 14, said point also being on the Kansas - Missouri State Line, as now established; thence S 2°02'06" E, along the East line of the North Half of said Frac. Section 14 and along said Kansas - Missouri State Line, a distance of 1856.86 feet; thence S 2°10'31" E, along the East line of the North Half of said Frac. Section 14, and along said Kansas - Missouri State Line, a distance of 80.34 feet, to a point 8.00 feet North of the South line of the North Half of said Frac. Section 14; thence S 87°44'59" W, along a line 8.00 feet North of and parallel to the South line of the North Half of said Frac. Section 14, a distance of 752.28 feet, to the True Point of Beginning, all subject to that part thereof dedicated for street purposes.