

West

DECLARATION OF RESTRICTIONS, COVENANTS, AND HOME ASSOCIATION'S DECLARATION OF RIVER RIDGE FARMS WEST

This Declaration is made this 25th day of OCTOBER, 1979, by COSO DEVELOPMENT CO., a Kansas Partnership, hereafter called Owner.

ARTICLE I

STATEMENT OF INTENT

Owner owns the real estate known as "River Ridge Farms West", 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 with River Ridge Farms Homes Association, a Kansas not-for-profit corporation, which Association shall have powers of maintaining and administering the common properties and facilities and enforcing the covenants and restrictions and collecting and disbursing assessments and charges.

THEREFORE, the Owner 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 properties" shall mean and refer to all such existing properties as are subject to this Declaration and any addition to the residential community known as River Ridge Farms

which Owner or its successors may in their 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 to be held in the name of Owner or its successors, the Association and dedicated to the common use and enjoyment of all the lotowners 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 River Ridge Farms West.

(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) "Lotowner" 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 lotowners who are members of the Association.

(8) "Owner" shall mean Coso Development Co., a Kansas partnership, or its successors.

(9) "Street" shall mean the roads and rights of way therefor as shown on the Plat of River Ridge Farms West, subject to easements for utilities and held by the Owner or the Association for the use of the Members and Lotowners, their families and guests, and of public officials while acting in such capacity.

(10) "Front Property Line" shall mean the property line of any lot abutting the right of way line of any street.

(11) "Riding 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), which said paths shall be easements for sewers and for the benefit and use of the Owners or Association. The Owners or Association shall be allowed

to levy assessments to Members for maintenance of said riding trails.

(12) "Outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

(13) "Developers" shall mean and refer to Coso Development Co., a Kansas partnership.

### ARTICLE III

#### USE OF LOTS

##### Section 1.

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

Inside storage shall be provided for motorhomes, 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.

##### 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 River Ridge Farms West, except as provided in Section 6 hereof. Owner 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 of not less than 2,200 square feet without attached garage.

- (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 2,300 square feet.
- (c) Two story dwellings shall have an overall area of not less than 2,500 square feet.
- (d) The above area requirements are exclusive of basement area, whether finished or not.

Section 5.

Approval of Plans

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

Section 6.

Minor Variances and Encroachments

Notwithstanding anything herein to the contrary, the Owner or Developer shall have the right to permit reasonable modifications of the square footage requirements, not to exceed 20%, and setback requirements, not to exceed ten feet, unless such variance would be prohibited by County regulations.

Any such modification or variance permitted shall be evidenced in writing as a modification to these Restrictions and shall be executed by the Owner or Developer, or the Association after it succeeds to the rights of the Owner or 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.

Waste Disposal

In the event governmental authority shall cause the installation of sanitary sewers and appurtenances in part or all of River Ridge Farms West, the lotowners shall pay his, her or their share of the cost and expense of installation, maintenance, and any modification of such sewer system as may be determined by said governmental authority; further that all assessments or charges levied by such governmental authority shall be paid when same becomes due by the respective lotowners.

Section 9.

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. Noxious 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 Owner shall retain the right to keep and maintain such materials and equipment they deem to be reasonably necessary to further development of this and any adjacent property owned by Owner or its successors.

Section 10.

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.

Section 11.

Driveways

All driveways shall be hardsurfaced and of such construction so as to be equal or better than the general road system serving the Lots.

Section 12.

Fences

Split rail fences with fence posts shall be used on all road frontages and common area frontages. Common fences between Lots or on rear lot lines may be wovenwire with wood posts and wood top rails. Additional specifications on fence construction shall be provided by the Owner, or the Association after the Common Properties are conveyed to the Association.

Section 13.

Utilities

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

Section 14.

Sodding

All front yards and any side yard abutting a street shall be sodded in and through the street ditch section of the road; provided, however that Owner shall have the right in its sole discretion to modify this restriction so as to permit other types of ground cover.

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.

Section 2.

Title to Streets

All streets and roads in River Ridge Farms West have heretofore been dedicated by Owner to the public use, maintenance and enjoyment.

Section 3.

Title to Common Property

The Owner may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until

such time as in the sole discretion of the Owner, the Association is able to maintain the same. Any conveyance of title to the Common Properties to the Association shall 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 Owner 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 Owners or the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owner or Association.

(c) The lake tract designated as Tract A on the Plat of River Ridge Farms West shall be common property. The lake tract shall be deeded by the Owner to the Association, subject to all reservations, covenants and restrictions of record, at such time as the Owner deems it advisable and the Association is able to maintain said common property. No fences or other encumbrances shall be allowed inside said easement line. The Owner or its successor, the Association may levy assessments for the maintenance of the lake tract according to the rules and regulations of the 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 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

Voting rights in the Association shall be as prescribed by the Association.

ARTICLE VI

ASSESSMENTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments

The Lotowner 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 constructed 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 upon 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 lotowner of such property at the time when the assessment became due.

Section 2.

Purpose of Assessments

The assessments levied by the Owner 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, payment of taxes and insurance thereon, the providing of trash and garbage collection, the providing of security services, and any other general maintenance and care for the general upkeep of the common area.

Section 3.

Basis and Maximum of Annual Assessments

Until the Common Properties are conveyed by the Owner to the Association, the annual assessment shall be \$120.00 per Lot, said

amount to be used by Owner for maintenance of Common Properties, Streets and Riding Trails. From and after the conveyance of the Common Properties by the Owner to the Association, the annual assessment shall be set by vote of the members. Said assessment shall be due and payable at such time as an undeveloped lot is sold from Owner-Developer (Coso) to a subsequent owner. "Sold" as used herein shall be defined as the date when the real estate contract is executed.

Section 4.

Special Assessments for Capital Improvements  
and Sewage Treatment Plant

(a) In addition to the annual assessments authorized by Section 3 hereof, at any time after the conveyance of the Common Properties by the Owner 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 described capital improvement upon the Streets or the Common Properties, including the necessary fixtures and personal property related thereto; provided, that any such assessment shall have the assent of two-thirds of the votes of members voting 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.

(b) An annual assessment for the maintenance of the sewage treatment plant and facilities may be levied by either the Owner or the Association and apportioned equally among Members, provided that the amount of such assessment shall not exceed the sum of \$200.00 per year to any Member for each residential unit owned.

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.

Quorum for Any Action Authorized Under Sections 3, 4, and 5 of This Article Relating to Assessments

The quorum required for any action relating to assessments as covered by Sections 3, 4, and 5 of this Article shall be as set out in the bylaws of the Association.

Section 7.

Date of Commencement of Assessments

The annual assessments provided for herein 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 8.

Board of Directors and Officers, Duties

The Association shall be governed by a Board of Directors elected by the members.

Section 9.

Effect of Non-Payment of Assessment: Lien; Remedies of Association

If the assessments are not paid on the date when due as set by the Board of Directors, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection if allowed by law, become a continuing lien on the property which shall bind such property in the hands of the then lotowner, his heirs, devisees, personal representatives and assigns. A personal obligation of the then lotowner to pay such assessment however shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the

delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum and the Association may bring an action at law against the lotowner personally obligated to pay the same or to foreclose a lien against the property and there shall be added to the amount of such assessment, the costs of preparing and filing a complaint in such action if allowed by law and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and any reasonable attorney's fees if allowed by law, together with the costs of the action.

Section 10.

Subordination of Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11.

Exempt Property

The following property subject to this Declaration shall be exempt from the assessments, charge and lien created therein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the municipal authority and devoted to public use; (b) all Streets and Common Properties as otherwise defined herein. Notwithstanding any provisions herein, no land or improvements devoted to a Dwelling use shall be exempt from such assessments, charges or liens.

ARTICLE VII

APPROVAL OF PLANS

Section 1.

Review by Owner or by Association

No sign, building, fence, wall or other structure shall be

commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Developer for approval and approved by the Developer in writing as to harmony of external design and location in relation to surrounding structures and topography. The Board of Directors of the Association may appoint an architectural review committee to carry out the responsibilities of this approval. In the event the Developer fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VIII

#### GENERAL PROVISIONS

#### Section 1.

##### Duration

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 lotowner 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 lotowners 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 lotowner at least sixty (60) days in advance of any action taken.

#### Section 2.

##### Notices

Any notice required to be sent to any Member or lotowner 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 Lotowner on the records of the Association at the time of such 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 lotowner 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.

COSO DEVELOPMENT CO.  
A Kansas Partnership

By: WRS, INC.

  
William R. Southerland, President

and

EVC, INC.

  
Eldon V. Cook, President

Partners

STATE OF KANSAS )  
                  ) ss.:  
COUNTY OF JOHNSON )

BE IT REMEMBERED, That on this 25<sup>th</sup> day of October 1979, before me, the undersigned, a Notary Public in and for said County and State, came William R. Southerland, President of WRS, Inc., and Eldon V. Cook, President of EVC, Inc., who are persons known to me to be the same persons who executed the within instru-

ment 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.

*Gloria A. Cook*  
Notary Public  
Gloria A. Cook



My Appointment Expires:

5/22/83

RIVER RIDGE FARMS WEST

A part of the S1/2 of the NE1/4 of Section 15, Township 14, Range 25, Johnson County, Kansas, more particularly described as follows: Beginning at the Southeast corner of the NE1/4 of said Section 15; thence N 1° 49' 45" W, along the East line of the NE1/4 of said Section 15, a distance of 1329.05 feet, to the Northeast corner of the S1/2 of the NE1/4 of said Section 15; thence S 87° 33' 39" W, along the North line of the S1/2 of the NE1/4 of said Section 15, a distance of 972.13 feet; thence S 2° 30' 45" E, a distance of 143.99 feet; thence S 48° 01' 15" W, a distance of 150 feet; thence S 59° 09' 15" W, a distance of 50 feet; thence Southeasterly, along a curve to the left having a radius of 450 feet, a central angle of 3° 00' 24", and whose initial tangent bearing is S 30° 50' 45" E, a distance of 23.61 feet; thence S 48° 04' 27" W, a distance of 161.16 feet; thence S 74° 17' 40" W, a distance of 132.43 feet; thence S 1° 06' 20" E, a distance of 247.99 feet; thence Easterly, along a curve to the left having a radius of 390 feet, a central angle of 6° 03' 55", and whose initial tangent bearing is N 88° 53' 40" E, a distance of 41.28 feet; thence S 7° 10' 15" E, a distance of 133 feet; thence S 74° 28' 15" E, a distance of 79.05 feet; thence S 53° 05' 45" E, a distance of 138.76 feet; thence S 72° 05' 45" E, a distance of 287.78 feet; thence S 24° 27' 26" E, a distance of 177.10 feet; thence Northeasterly, along a curve to the left having a radius of 300 feet, a central angle of 8° 58' 35", and whose initial tangent bearing is N 65° 32' 34" E, a distance of 47 feet; thence S 22° 55' 46" E, a distance of 188.98 feet, to a point on the South line of the NE1/4 of said Section 15; thence N 87° 35' 56" E, along the South line of the NE1/4 of said Section 15, a distance of 685.61 feet, to the point of beginning, containing 33.164 acres, more or less, of unplatted land.

EXHIBIT "A"