

**DECLARATION OF RESTRICTIONS, COVENANTS, AND HOME ASSOCIATIONS
DECLARATION OF RIVER RIDGE FARMS**

This Declaration is made this _____ day of August, 1975, by William R. Southerland and Lois A. Southerland, his wife, The Mission State Bank and Trust Company, and Eldon V. Cook and Gloria A. Cook, his wife, hereafter called Owners.

Article I

STATEMENT OF INTENT

Owners own the following described real estate, to-wit:

A tract of land in the West fractional $\frac{1}{2}$ of section 11, Township 14, Range 25, both being in Johnson County, Kansas, and being more particularly described as follows: Beginning at the Southwest corner of said West fractional $\frac{1}{2}$ of Section 11; Township 14, Range 25, thence North 2 degrees, 13 minutes, 40 seconds West along West line of said West fractional $\frac{1}{2}$ of Section 11, 1,449.47 feet to a point on the centerline of the meander of the Blue River; thence North 61 degrees, 51 minutes, 57 seconds East along said centerline of the meander of the Blue River, 297.55 feet; thence continuing along said centerline North 24 degrees, 30 minutes, 00 seconds East, 95 feet; thence continuing along said centerline North 2 degrees, 36 minutes, 56 seconds West, 95.15 feet, thence continuing along said centerline North 23 degrees, 45 minutes, 23 seconds West, 215.00 feet; thence continuing along said centerline North 5 degrees, 16 minutes, 23 seconds West 200.28 feet; thence continuing along said centerline North 13 degrees, 18 minutes, 32 seconds West, 203.80 feet; thence North 87 degrees, 46 minutes, 20 seconds East 919.77 feet to a point on the East line of said West fractional $\frac{1}{2}$ of said Section 11 and being the Kansas, Missouri State Line; then South 02 degrees, 02 minutes, 39 seconds East along said East line of the West fractional $\frac{1}{2}$ of Section 11 and the East line of the West fractional $\frac{1}{2}$ of Section 14, Township 14, Range 25 also being the Kansas, Missouri State Line, a distance of 2,921.55 feet; then South 68 degrees, 41 minutes, 20 seconds West 266.01 feet to a point on a curve; thence Southerly along a curve to the right having a radius of 180 feet and an arc length of 20 feet to a point of tangency; then South 02 degrees, 02 minutes, 39 seconds East and tangent to the last described course, a distance of 79.21 feet; then South 74 degrees, 00 minutes, 00 seconds West, 429.66 feet; thence South 87 degrees, 39 minutes, 43 seconds West, 198.84 feet; thence South 88 degrees, 09 minutes, 08 seconds West, 230 feet to a point on the West line of said West fractional $\frac{1}{2}$ of Section 14, Township 14, Range 25; thence North 01 degrees, 50 minutes, 52 seconds West along said West line, 799.36 feet to the true point of Beginning (Containing 74.053 acres more or less.)

And desire to provide for the preservation of values in the development of said property for residential purposes and for the maintenance of facilities, and therefore, desire to subject the above described property to covenants, restrictions, easements, charges, and liens hereinafter set forth which are for the benefit of said property. Owners further desire to create an agency which should be assigned the powers of maintaining and administering the community-properties and facilities and enforcing the covenants and restrictions and collecting and disbursing assessments and charges. To this end the Owners shall incorporate under the laws of the State of Kansas and not for profit corporation for the purpose of exercising such functions.

THEREFORE, the Owners desire 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 purpose 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
- (3) "Common Properties" shall mean and refer to the private roads, trails, lake and other open spaces to be held in the name of River Ridge Farms 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 owned tract shown by the survey of The Properties but excepting the Common Properties.
- (5) "Dwelling" shall mean and refer to any portion of a building situated upon The Properties 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 person 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" or "Owners" shall mean Eldon V. Cook and Gloria A. Cook, his wife, William R. Southerland and Lois A Southerland, his wife and The Mission State Bank and Trust Company, Trustee, their successors and assigns.
- (9) "Street" shall mean the private roads and rights of way therefor as shown on the survey of The Properties subject to easement for utilities and held by the Owners 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 tract 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 1056 of Plats at page 978), which said paths shall be easements for sewers and for the benefit and use by the Owners or Association. The Owners or Association shall be allowed to levy assessments to Members for maintenance of said riding trails as more fully defined in subsequent Articles hereof.
- (12) "Outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

ARTICLE III
USE OF LOTS

Section 1.

No lot shall be used for any purpose other than as the site for the construction of one private single family residence, except that lot owners having lots which have riding trails across them or at least one and one-half acres in size may construct horse barns or stalls, provided the same are first approved by the Owner. The out-building must be built to be compatible with the residence on the Lot and with other surrounding structures, shall have a gable or hip roof design. Such outbuilding structure shall not exceed eighteen feet in height and shall not contain more than six hundred feet of ground floor space.

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 by either the Owner or the Association.

Section 2.

Lot Area

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

Section 3.

Setback Lines

No structure shall be less than 50 feet to the Front Property Line and not less than 15 feet to any side or rear lot line.

Section 4.

Dwelling Size

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

- (a) Ranch Style dwellings (one story) shall have a ground floor area of not less than 1,9000 square feet with attached garage 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 elevation specifications have been first approved by the Owners and/or its successor, The Association. All Dwellings and Outbuildings shall have wood shingle roofs unless waived by owners.

Section 6.

Minor Variances and Encroachments

Any of the provisions of Section 1 through 5 of this Article may be waived or a variance permitted provided such variance shall not exceed 10% of the square footage requirements or 10 feet of the setback requirement, by a written modification of the Restrictions applicable only to the particular Lot and executed by the Owners or the Association after it succeeds to the rights of the Owners.

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

All septic tanks, laterals, or other sewage disposal facilities shall be constructed and maintained in compliance with the County and State Public Health Regulations as may be applicable, as well as meeting the requirements of the Owner or Association.

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 an Lot. Noxious weeds and plants shall be kept reasonably mowed and dead and 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 Owners shall retain the right to keep and maintain such materials and equipment they deem to be reasonable necessary to further development of this and adjacent property owned by Owners.

Section 10.

Livestock and Animals

No livestock, animals or poultry of any kind shall be kept on any of the Properties, except dogs, cats, or other household pets; provided however, that no more than two (2) horses may

be kept upon Lots at least one and one-half acres or larger in size except as provided in Article III, Section 1.

Section 11.

Driveways

All driveways shall be hard surfaced 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 woven wire with wood posts and wood top rails. Additional specifications on fence construction shall be provided by the Owners or the Association (after the Common Properties are conveyed to the Association). No fenced enclosure for horses shall be nearer than 120 feet from the front property line.

Section 13.

Utilities

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

Section 14.

Sodding

All front yards and any side yard abutting a street shall be sodded and through the street ditch section of the road.

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 the Streets and Maintenance Assessments

The Owners may retain the legal title to the Streets until such time as in the opinion of the Owners, the Association is able to maintain the same, but notwithstanding any provisions herein, the Owners herein covenants for itself, its successors and assigns, that it shall convey the Streets and rights of way thereof as private roads subject to any utility easements, to the reservations and restrictions of record, and to the right of access thereto and use thereof by all

duly constituted public officials while acting in such capacity, to the Association not later than five (5) years from the date these Declarations are filed.

The Owners or its assigns may levy assessments to the lotowners for maintenance of said private streets as follows: The assessment to each lotowner who shall own a Lot adjoining such private street shall be required to pay a proportionate amount of the total cost of such maintenance corresponding to the percentage of such lotowner's front footage adjoining said Street divided by the total front footage of the Street maintained.

The owner or its assigns shall have a right over all its private Street to maintain same, build, use streets, or develop adjacent land and the same shall have a right of access on all streets for purposes of developing adjacent land. Any adjacent land developed by the Owners shall not be subject to this Declaration of Restrictions, Covenants, and Home Association's Declaration of River Ridge Farms.

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 opinion of the Owner, the Association is able to maintain the same but notwithstanding any provision herein, the Owner hereby covenants, for itself, its successors and assigns, that it will convey the Common Properties, subject to utility easements and to reservations and restrictions of record to the Association not later than five (5) years from the date these Declarations are filed.

Section 4.

Extent of Members Easements

The right and easements of enjoyment created hereby as to the Streets and 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 Streets and Common Properties, including riding trails.
- (b) The right of the Owner or the Association to dedicate or transfer all of any part of the Streets and 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 provided that if the Association owns said Streets and Common Properties, then no such dedication or transfer shall be effective unless an instrument signed by Members representing two-thirds of the eligible votes of the said Association has been recorded agreeing to such dedication or transfer and unless written notice of the proposed agreement and action hereunder is sent to every Member at least thirty (30) days in advance of the meeting of the Association at which any such action is taken.
- (c) The lake tract shall be common ground to a distance of six (6) inches above the top elevation of the spillway, Members shall have an easement extending thirty (30) feet from the shoreline of the lake in all directions. No fences or other encumbrances shall be allowed inside said easement line. The Association may levy assessments

for the maintenance of the lake tract. Said levy shall be assessed to Members in the proportion to which the number of lots owned by that Member corresponds to the total number of lots owned by all Members in the Association. The amount of said assessment may be increased upon a vote of at least fifty-one percent (51%) of the total votes of the Members, and each Member shall be entitled to as many votes as the number of lots said Member owns.

- (d) The riding trails shall be owned by the lotowners and be a part and parcel of their respective Lot, provided that Owner or Members shall have an easement along the Blue River extending outward from the shoreline, which said easement is more fully set out in the engineering survey recorded in the Office of the Register of Deeds of Johnson Count, Kansas, in book 1056 of Plats, at page 978, for the use of said riding trails, and, further provided that no fence, building, or other encumbrance shall block said riding trails. The Owner or Association may provide for the mowing and maintenance of the Common Properties, including riding trails, in which case the Owner or the Association may levy assessments for such maintenance. Said levy shall be assessed to Members in the proportion to which the number of lots owned by that Member corresponds to the total number of lots of by all Members in the Association. The amount of said assessment may be increased upon a vote of at least fifty-one percent (51%) of the total votes of the Members, and each Member shall be entitled to as many votes as the number of lots said Member owns.

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

Each member shall be entitled to one vote for each Lot in which they hold interest required for the membership by Section 1 of this Article. When more than one person holds such interest or interests in any Lot, all such person shall be members, and the vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to each such Lot.

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 Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in The Properties and particularly for the maintenance, snow removal, mowing, repair of streets and rights of way, the care and preservation of open spaces on 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 obligations and care for the general upkeep of the common areas.

Section 3.

Basis and Maximum of Annual Assessments

Until the Common Properties are conveyed by the Owners to the Association, the annual assessment shall be \$120.00 per Lot, said amount to be used by the Owner for the 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 as hereinafter provided. Assessments shall commence January 1, 1976, and may be paid in semi-annual installments.

Section 4.

Special Assessments for Capital Improvements and Sewage Treatment Plant

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, written notice of which shall be sent to all members at least thirty days in advance, such notice setting forth the purpose of the meeting.

An annual assessment for the maintenance of the sewage treatment plant and facilities may be levied by the Owners 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.

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. Furthermore, 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 Section 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 the Article shall be as follows:

At the first meeting called for the purpose, the presence at the meeting of members or of proxies entitled to cast sixty percent of all votes of the membership shall constitute a quorum. If the required quorum is not present at the first meeting, another meeting may be called subject to the notice of requirements set forth in this Article and the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting and so on until a quorum is achieved.

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. The directors shall elect a president, vice-president, secretary and treasurer. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty days in advance of such date or period and shall at the time prepare a roster of The Properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any lot owner. Written notice of the assessment shall thereupon be sent to every lot owner subject thereto. The Association shall upon demand at any time furnish to any lot owner liable for such assessment, a certificate in writing signed by an officer of the Association setting forth

whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9.

Effect of Non-Payment of Assessment: Lien; Remedies of the 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 lot owner, his heirs, devisees personal representatives and assigns. A personal obligation of the then lot owner, 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 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 lot owner personally obligated to pay the same or to foreclosure 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 the law and in the event a judgement is obtained, such judgement 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 Association (or the Owner if prior to the time that Common Properties are conveyed over to the Association); for approval 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 Board or designated committee (or Owner if applicable) fail 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 representative, 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 made and recorded three (3) years in advance of the effective date of such change and 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 notices 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 person violating or attempting to violate any covenant or restriction, either to restraint 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 judgement or court order, this shall in no way effect any other provision which shall remain in full force and effect.

William R. Southerland

Eldon V. Cook

Lois A. Southerland

Gloria A. Cook

Mission State Bank & Trust Company
By: _____

Attest:

By: _____

River Ridge Farms Homes Association
By: _____
William R. Southerland, Pres.

Attest: _____
Secretary