

The ? TITLE AND TRUST COMPANY
POST OFFICE BOX 27
OLATHE, KS 65061

1098681

DECLARATION OF RESTRICTIONS, COVENANTS, AND HOME ASSOCIATION'S
DECLARATIONS OF RIVER RIDGE FRAMS NO. 2

This Declaration is made this 22nd day of March, 1977, by COSO DEVELOPMENT CO.,
a Kansas Partnership, hereafter called Owner.

ARTICLE I

STATEMENT OF INTENT

Owner owns 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, being in Johnson Count, 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 24; thence N 2 degrees 13' 40" W along the West line of said fractional $\frac{1}{2}$ of said Section 11 1499.47 feet to a point on the centerline of the meander of the Blue River; thence N 61 degrees 51' 57" E along said centerline of the meandor of the Blue River, 297.55 feet; thence continuing along said centerline N 24 degrees 30' 0" E, 95 feet; then continuing along said centerline N 3 degrees 23' 21" E, 95.61 feet; thence continuing along said centerline N 14 degrees 07' 42" W, 204.39 feet; thence continuing along said centerline N 11 degrees 23' 29" W, 202.59 feet; thence continuing along said centerline N 10 degrees 38' 34" W, 202.18 feet; thence N 87 degrees 46' 20" E, 885.06 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; and said point being the true point of beginning; thence continuing along the East line of said West fractional $\frac{1}{2}$ of said Section 11 and also being the Kansas, Missouri state line, N 2 degrees 2' 39" W, 680.00 feet; thence N 52 degrees 11' 42" W, 298.99 feet; thence S 87 degrees 46' 20" E, 800.00 feet to the true point of beginning, and containing 14.11 acres more or less except that part laying in Public Road, and further excepting Tract "A" of said certificate of survey. Also known as Certificate of Survey recorded in Book 1193, at page 738, Register of Deeds of Johnson County, Kansas (Except Tract "A" of said survey);

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 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 which Owner may in its discretion include.
- (3) "Common Properties" shall mean and refer to the private roads, trails, lake, and other open spaces in all phase of development of River Ridge Farms to be held in the name of Owner or its successor, the Association and dedicated to the common use and enjoyment of all lotowners and residents of The Properties.
- (4) "Lot" shall mean and refer to any separately owned and parcel as may be 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 designated 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 entities of the fee simple title to any lot situated upon The Properties but shall not mean or refer to the mortgage unless such mortgage 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.
- (9) "Street" shall mean the private roads and rights of way therefor as shown on the survey of The Properties 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 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 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 Owner of Association. The Owner 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.

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 by either the Owner of the Association.

Section 2.

Lot Area

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

Section 3.

Setback Lines

No structure shall be less than 40 feet to the Front Property Line and no structure shall be more than 80% of the total width of any lot at the building line or close than 7 feet to any side lot line; provided, however, that Owner shall reserve the right to modify the setback requirements with respect to Lots 2, 16 and 17. 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 or 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

Constructions shall not commence on any Dwelling or Outbuilding unless and until plot plans, architecture of structure, and building and elevations specifications have been first approve by the Owner or its successor, the Association. All Dwellings and Outbuildings shall have wood shingle roofs unless waive by Owner.

Section 6.

Minor Variances and Encroachments

Any of the provisions of Section 1 through 5 of this Article may be waived or variance permitted; provided, however, that with respect to tracts 6, 7, 8, 9 and 10, such variance shall not exceed 20% of the square footage requirements or 10 fee of the setback requirement; further, provided that with respect to all other tracts in River Ridge Farms No. 2, such variance shall not exceed 10% of the square footage requirements or 10 feet of the setback requirement. Any such waiver or variance shall be evidenced by a written modification of the Restrictions applicable only to the particular tract and executed by the Owner, or the Association after it succeeds to the right of the Owner.

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 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 the 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 adjacent property owned by Owner.

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.

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 post 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.

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 and Maintenance Assessments

The owner may retain the legal title to the Streets until such time as in the opinion of the Owner, the Association is able to maintain the same, but notwithstanding any provisions herein, the Owner 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 Owner 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 the private Streets 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.

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 prior written notice of the proposed agreement and action hereunder is sent to every Member pursuant to the bylaws of the Association. Until such time as the

Association owns said Streets, Owner shall have the absolute right to dedicate said Streets.

- (c) The lake tract designated as open space A on the Certificate of Survey filed in Block 1136, Page 616, 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 maintenance of the lake tract according to the rules and regulations of the Association.
- (d) The riding trails shall be owned by the lotowners and be a part and parcel of their respective Lot, provided that the Owner or Member shall have such easements as are more fully set out in the engineering surveys recorded 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, for the use of said riding trails, and further provided that no fence, building or other encumbrance shall block said riding trails. The Owner of 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.

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, establish, 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 maintenance 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 Owner to the Association, the annual assessment shall be \$120.00 per Lot, said amount to be used by Owner for maintenance for 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.

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, prior written notice of which shall be sent to all members pursuant to the bylaws of the Association.

Section 5.

Amount of Annual Assessment

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 call for this purpose within 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 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 this Article shall be set out in the bylaws of the Association.

Section 7.

Date of Commencement of Assessments

The annual assessments provided 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 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 law and in the event a judgement 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 Mortgage

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 foreclosures 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 assessments.

Section 11.

Exempt Property

The follow 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 and approved 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 of designated committee (or Own 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 PROVISION

Section 1.

Duration

The covenants and restrictions of the 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 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 an proceeding at law or in equity against any person or person 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
EVC, INC.

Eldon V. Cook, President

Partners