

DECLARATION OF RESTRICTIONS

AS AMENDED October 17, 2022

WHEREAS, THIS DECLARATION was originally executed on the 205h day of November, 1973, by Del Coronado, Inc., A Kansas Corporation that was the owner of a certain tract of land designated as LAKE RIDGE ESTATES, according to the recorded Plat(s) thereof, in Jefferson County, Kansas; and

WHEREAS, Del Coronado, Inc. had subdivided said protected area and had sold lots and building sites subject to certain restrictions, conditions, limitations, reservations and covenants, hereinafter referred to as “protective restrictions,” in order to insure the most beneficial development of said area mainly as a residential subdivision and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof; and

WHEREAS, the original DECLARATIONS include a RIGHT OF ASSIGNMENT provision whereby Del Coronado, Inc. “...could assign any or all the rights, privileges, duties and obligations it held pursuant to and under the terms of the foregoing Covenants and Restrictions, and upon assignment thereof, said Lake Ridge Estates Home Association would thereupon be authorized, empowered and obligated to exercise such rights, privileges, duties and obligations as are respectively herein vested in Del Coronado, Inc.”; and

WHEREAS, said rights have been assigned and Lake Ridge Estates Home Association has accepted these rights.

NOW, THEREFORE, Lake Ridge Estates Home Association hereby declares that said protective restrictions are hereby imposed on said protected area, and are as follows, to-wit:

2. UTILITIES COVENANT

Lake Ridge Estates Home Association reserves an easement over and across said lots to construct, maintain and use or authorize the location, erection, construction, maintenance and use of drains, sanitary sewers, gas and water mains and lines, electric and telephone lines and other utilities and to give or grant rights of way or easements thereon over and upon any part of said land described herein; provided, however, that said easements across said lots shall be within ten feet of the lot lines of any said lots. No buildings or other structures shall be constructed over or on any utility easement as shown on the plat of said addition.

It is specifically understood that it is a requirement of the lot owner to hook up to said sewer system when construction is placed on said lot. Sewer hookups must be performed by Jefferson County Rural Sewer District #7 and inspections of such hookups must be performed by the Jefferson County Sanitarian. A monthly sewage maintenance charge will be made to the lot owner. Lot owner agrees to abide by the conditions and stipulations contained in the rules and regulation of Jefferson County Rural Sewer District #7.

It is understood and agreed that Lake Ridge Estates Home Association has installed a water supply system, said system known as Jefferson County Rural Water District #11. Said water supply system conforms with all specifications of the appropriate local governmental bodies. It is specifically understood that it is a requirement of the lot owner to hook up to said water supply system when construction is placed on said lot. Water hookups must be performed by Jefferson County Rural Water District #11. A monthly charge will be made to the lot owner. Lot owner agrees to abide by the conditions and stipulations contained in the rules and regulations of Jefferson County Rural Water District #11.

3. MEMBERSHIP COVENANT

The lot owner agrees to maintain his membership in good standing as long as he/she owns property at Lake Ridge Estates and agrees to abide by the by-Laws of Lake Ridge Estates Home Association and further agrees to pay said Association an annual charge payable on the first day of January of the year following the date of his/her contract and a like sum the first day of January of each succeeding year, so long as he/she owns property at Lake Ridge Estates. Said annual payments being a reasonable, necessary and proportionate charge for the maintenance, upkeep and operation of various areas and facilities by Lake Ridge Estates Home Association, regardless of whether or not the privilege of using such areas or facilities are exercised. This covenant concerning said real estate and the enjoyment, use and benefit thereof, shall be deemed to run with the land, and the nonpayment of the annual dues/maintenance fees shall, after the respective due dates, become a lien thereon in favor of the Lake Ridge Estates Home Association and shall be enforceable by said Association.

4. RIGHT TO ENFORCE

If the owners of lots, their heirs, or assigns, shall violate any of the covenants or restrictions contained herein, it shall be lawful for the Board of Directors of Lake Ridge Estates Home Association to assess a fine or prosecute any proceeding at law or in equity against that person or persons violating any of the covenants, and either to prevent him/her from doing so or to recover damages for said violation, or both.

5. (a) USE OF THE LAND

Nothing but a single, private dwelling or residence together with a minimum of a double garage for use of the owner or occupant of the single family dwelling, and boundary and patio fences and retaining walls and other wall shall be erected on any lot. Nor may any previously constructed dwelling be moved onto any lot. Nor may any metal (Pole-Barn style home) be constructed on any lot.

Residential lots shall be used for private dwelling purposes only and may not be used for commercial purposes.

5. (b) CONDITION OF LOTS & IMPROVEMENTS

The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rocks, gravel or clay shall be excavated or removed from any property for commercial purposes.

No unusable cars, machines or other items of junk or salvage shall be stored or kept on any lot.

The exterior of any structure must be completed and painted on or before one hundred-eighty (180) days from commencement of construction.

All yards and lawns must be maintained by Lake Ridge Estates home owners. A representative of the Lake Ridge Estates Home Association may enter upon the premises to cut said weeds and maintain said yards, the cost of which will be assessed to the owner.

No farm tractors, farm equipment, bulldozers, trucks larger than one ton capacity, or other large equipment shall be parked on any of the lots or streets, except during construction of structures in the development.

No unattached structures may be erected except those designed and used to garage personal vehicles or household tools and lawn equipment. Any such structure shall not exceed the height of the dwelling house on the lot and be of a material consistent with the exterior of the living structure.

5. (c) No construction shall be started on any building nor any alteration made in existing buildings nor any buildings moved upon the property unless and until one set of working blue prints to include plot plans, specifications and exterior design shall first be approved in writing by Lake Ridge Estates Home Association

All construction of the exterior of any residence or other improvement must be completed within one hundred-eighty days (180) of commencement date. All exterior landscaping must be completed within one year from commencement date. No building materials of any kind or character shall be placed or stored upon any lot until approved plans have been obtained and a date has been established for the commencement of construction.

Approval may be withheld **(a.)** because of non-compliance with any of the specific conditions and restrictions contained in the Declaration of Restrictions, or **(b.)** because of the reasonable dissatisfaction of the Lake Ridge Estates Home Association with the location of the structure on the building site or with the appearance of the proposed structure or with the lot grading plan, having in mind the character of the neighborhood in which it is proposed to be erected, the materials of which it is to be built, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property or properties.

5. (d) POSITION OF RESIDENCE ON LOT

Every residence shall present an attractive frontage and no residence shall be constructed closer than thirty feet from the front or rear lot line of said lot, nor closer than ten feet to any side lot line, which restriction shall also apply to any separate garage or other outbuildings as authorized by these restrictions. For the purpose of this covenant, steps and concrete patios shall not be considered as part of the building.

Not more than one single family dwelling house may be erected or constructed on any one lot. No accessory, basement or temporary building, including a boat house, shall be constructed or erected on said lots unless built of solid or permanent material. No unpainted exteriors shall be permitted without permission of the Board of Directors of the Lake Ridge Estates Home Association. No open basements or foundations shall remain unenclosed without permanent subflooring for more than three weeks. The exteriors of all buildings must be completed within one-hundred eighty days from the date construction

commences. Open foundation type construction shall not be permitted without prior permission and written plan approval from Lake Ridge Estates Home Association.

A variance from this restriction may be obtained by application to Lake Ridge Estates Home Association if said parties shall find that such variance is necessary for any one of the following: architectural effect; to save trees; avoidance of land contours or formations that make construction strictly in conformity with the building line an undue burden or unduly costly; to enhance the aesthetic position of any building on any given lot.

5. (e) SIZE OF RESIDENCE

Any residence erected upon any of said lots shall contain a minimum square footage of living area as set forth below. Living area does not include attached garages, porches, patios and basements.

Each dwelling erected on said property must have the following minimum square foot area above grade, exclusive of attached garage, carport, porches, patios and basements:

In a ranch-type dwelling the floor area must cover at least 1,500 square feet of finished area on the main floor.

Bi-level, tri-level or one and a half story dwellings must contain total finished living area on all above ground levels of not less than 1,700 square feet.

Two-story dwellings must contain at least 1,000 square feet of finished living area on the main floor and a minimum of 900 square feet of finished living area on the second floor.

Each dwelling erected on said property must have in connection therewith the following:

- (a) A double or larger garage.
- (b) A double driveway at least 12 feet in width.

No type, other than propane, or other structures for the storage of any typed of fluid shall be maintained on any lot above the surface of the ground without written approval of the Lake Ridge Estates Home Association.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by Lake Ridge Estates Home Association. Except as shown on said recorded plat, no roads or thoroughfares, whether public or private, may be constructed across any of the lots or tracts shown on said plat without the specific written permission of the owner. This restriction is not meant to apply to private driveways serving dwellings located upon lots herein referred to and described.

Total square footage for outbuildings (not directly attached to the main home) is limited to 80% of the first floor living space of the residence it accompanies.

(10-2022)

5. (f.) REFUSE DISPOSAL

All home owners will be required to maintain facilities for refuse disposal in accordance with the requirements of the Environmental Service, Kansas State Board of Health.

5. (g) WASTE DISPOSAL

No outside toilets shall be allowed. No waste shall be permitted to enter streets or other grounds. All sanitary arrangements must be inspected and approved by local and/or state health officers, and all homes shall be required to connect to water and sewer systems. No individual drain field or other disposal system shall be allowed.

5. (h) DRAINAGE (EXCAVATION)

No downspouts on buildings or yard drainage shall be diverted or emptied into the sewer system or diverted by any manmade device or structure onto the adjacent lot without the consent of the owner from such adjacent lot.

No work, exploration, drilling or mining of any minerals or quarrying, drilling or mining of any minerals, rock, soil or material of any nature shall be conducted on any lots, nor shall any excavation of any nature be made upon said property or any portion thereof, except as may be incident to the installation of utility services, drainage lines, the preparation of building sites, the construction of dwellings or swimming pools, and the grading of roads and streets.

5. (i) BILLBOARDS PROHIBITED

No signs of any character shall be permitted on any single residential lot, except a sign not larger than four square feet, setting forth the name of the owner or occupant of a lot, with the exception of "For Sale" signs not larger than three square feet. No signs of a commercial nature shall be erected at any time.

5. (j) FENCES

All front yard fences must be approved by the Board of Directors of the Lake Ridge Estates Home Association.

5. (k) ANIMALS

No animals or fowl of any description shall be raised, housed or kept on the premises except that dogs, cats or other household pets that are of such nature as to not interfere with the safety and comfort of other owners. All animals or fowl shall be confined to lot owner's property. There shall be a limit of two animals and/or fowl per household. No animals or fowl shall be bred or maintained for any commercial purposes.

5. (l) GARBAGE

No garbage, refuse or obnoxious or offensive material shall be permitted to accumulate on any of said lots, and the owner thereof shall cause all garbage and other like materials to be disposed of by and in accordance with accepted sanitary practice.

5. (m) BENEFIT UNIT CERTIFICATE

A current Benefit Unit Certificate of Title for water rights must be obtained prior to commencement of construction of a dwelling on any Lake Ridge Estates lot.

If multiple lots are being used, a Benefit Unit Certificate of Title for water rights must be obtained for each lot prior to construction.

5. (n) UNLICENSED VEHICLES

Unlicensed motorized vehicles, other than golf carts, are prohibited from operating on any streets in the Lake Ridge Estates development or on the Lake Perry Country Club grounds.

Operators of any vehicles must have a valid driver's license from the state in which they reside.

5. (o) SUBDIVIDING

NO LOTS MAY BE SUBDIVIDED

5. (p) OWNER OCCUPANCY

Each Dwelling shall be occupied by the record owner thereof and used as a private dwelling for the owner. **No Dwelling or part thereof may be leased, rented**, or let to others except in the following circumstances:

- (a) Any Dwelling as of the Effective Date hereof (defined in the last section below) being utilized as rental property may continue to be leased until such time as the record owner or holder of the beneficial interest in the property sells or transfers the property, provided that for purposes of this provision a transfer to a revocable trust for the benefit of the record owner or a transfer to a lineal descendent of the first degree by gift or by reason of the death of the record owner (or the death of the grantor of a revocable trust which is the record owner) shall not be deemed a sale or transfer under this provision but any subsequent sale or transfer shall be subject to the provisions hereof, and thereafter, such property may not be leased, except as otherwise provided herein.
- (b) Any Dwelling may be leased for a period not to exceed eighteen (18) months in any five (5) year period in the event that (i) the owner has temporarily relocated from the dwelling due to employment or military service and advises the Board of Directors in writing of the circumstances and of the owner's intent to return to the Dwelling or (ii) the owner of the dwelling is temporarily residing in a hospital, nursing home, or other type of extended care

facility due to a medical condition and advised the Board of Directors in writing of the circumstances and of the owner's intent to return to the Dwelling.

- (c) The Owner of a unit makes a written request to the Board of Directors to permit a lease of a Dwelling due to hardship in which event the Board of Directors shall have the right to extend the term of lease permitted under subsection (b) hereof to a period not to exceed twenty-four (24) months in any five (5) year period or to permit a lease not to exceed eighteen (18) months in any five (5) year period in circumstances not otherwise permitted under (b) above. The decision of the Board of Directors shall be absolute and in the sole discretion of the Board of Directors.
- (d) Violation of this restriction shall subject the violating party to judicial relief by way of injunction, specific performance and/or money damages. Violation of this restriction shall not make any lease or similar conveyance void, it being the intention that this restriction be promissory and not disabling.

6. MISCELLANEOUS

These restrictions shall apply to all buildings or outbuildings originally constructed, remodeled or rebuilt in case of destruction or damage by fire or other casualty. No violation of the zoning restrictions of any federal, state, county, local law or regulation shall be permitted. If, at any time, any of the provisions of this agreement shall be found to be in conflict therewith, then such parts of this agreement as are in conflict with such law, regulations or restrictions shall become null and void, but no part of this agreement not in conflict therewith shall be affected thereby.

Restrictions may be appealed to the Board of Directors of the Lake Ridge Estates Home Association for approval.

7. VIOLATIONS

Lake Ridge Estates Home Association and every other person hereinafter having any right, title or interest in any lot or parcel within said property shall have the right to prevent or stop violations of any of the said restrictions. The violations as set forth in the Declaration of Restrictions shall include a monetary penalty as set by the board of directors at any regular or special meeting of the board of directors. The penalty as set by the board shall go into effect ten (10) days flowing notice, by publication or mail, to all members of the penalty. The board of directors shall have the discretion to waive or forego any penalty if in their discretion it is fair to do so.

8. VALIDITY

Invalidity of one of the above restrictions, covenants and conditions by a court judgement or decree shall in no way affect any of the other provisions hereof; such other provisions shall remain in full force and effect.

9. PREVIOUS RESTRICTIONS SUPERSEDED

The restrictions and covenants herein contained shall supersede and take precedence over all other restrictions and covenants previously filed of record.

10. DURATION

All of the restriction, conditions, covenants and agreement contained herein shall continue until January 1, 2030, except that they may be changed, altered, amended or revoked in whole or in part by the active owners of the lots in the subdivision whenever the individual active owners of at least two-thirds of said active owners so agree in writing. Provided, however, that no change shall be made which might violate the purposes set forth in Restriction 5. (a).

11. APPLICATION

The foregoing restrictive covenants and conditions shall be applicable to and be binding upon the lots or parcels of land shown on the plats of Lake Ridge Estates recorded in the Register of Deeds office, Jefferson County, Kansas, except that the Board of Directors of Lake Ridge Estates Home Association may, from time to time set aside certain areas not platted for residential use for special usage or future development, which areas may contain special restrictions and/or covenants.

CERTIFICATE

I, Tanner Wittman, Secretary of Lake Ridge Estates Home Association, hereby declare that these Restrictions include amendments approved by at least two-thirds of the active owners of the lots in the subdivision in accordance with paragraph 10 of the Declaration of Restrictions as Amended, and are effective as of January 24th, 2022.

Dated this _____ day of _____, 2022

Secretary Tanner Wittman

VERIFICATION

STATE OF KANSAS

COUNTY OF JEFFERSON

BE IT REMEMBERED, that on this ____ day of _____, 2____, before me, the undersigned, a notary public in and for the county and state aforesaid, came Walter Finn who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal the day and year last above written.

NOTARY PUBLIC