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AGREEMENT BY THE BLUE VALLEY  
RIDING HOMES ASSOCIATION, INC.  
AND DECLARATION OF RESTRICTIONS

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RUBEN M. SCOTT  
REGISTER OF DEEDS  
BY \_\_\_\_\_ DEP.

I. AGREEMENT BY THE BLUE VALLEY RIDING HOMES ASSOCIATION, INC.

To amend the existing Declaration of Restrictions filed of record with the Register of Deeds of Johnson County, Kansas in Volume 1074, pages 165-168, Volume 1106, pages 349-353, and Volume 1193, pages 18-33 as to the land against which they are now recorded and to record against other land as described hereafter, this agreement and declaration of restrictions made and entered into on this 11th day of December, 1979, by the Blue Valley Riding Homes Association, Inc. and the required number of homeowners such association and others whose signatures are affixed hereto being as their interest appears of record, the owners of:

that land legally described as Tract "A" and separate lots 1, 5, 6, 8, 9, 17, 27, 28, 29, 30, 35, 37, 39, 40, 41, 44, 45, 46, 48, 49, 51, 52, 53, 54, 60, 64, 65, 66, 67, 68, 69, 70, 71, 73, 74, 75, 77, 79, 82, 83, 85, 86, 87, 88, 89, 90, 91, 92, 94, 97, 101, 102, 103, 104, 105, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 131, BLUE VALLEY RIDING, a subdivision of land in Johnson County, Kansas according to the recorded plat thereof; and

All of a tract of land located in the Northwest Quarter (NW $\frac{1}{4}$ ), Southeast Quarter (SE $\frac{1}{4}$ ) and Southwest Quarter (SW $\frac{1}{4}$ ) of Section 17, Township 14, Range 25, Johnson County, Kansas, being more particularly described as follows: Beginning at the center of Section 17, Township 14 South, Range 25 East, Johnson County, Kansas; thence North 0°00'30" West along the East line of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 17, a distance of 75.47 feet; thence South 45°04'30" West, a distance of 286.02 feet; thence North 44°55'30" West, a distance of 51.77 feet; thence South 45°04'30" West, a distance of 320.00 feet; thence South 44°55'30" East, a distance of 241.77 feet; thence South 57°12'16" East, a distance of 296.31 feet; thence South 77°03'57" East, a distance of 308.06 feet; thence North 31°15'47" East, a distance of 62.50 feet; thence South 43°04'47" East, a distance of 359.05 feet; thence along a curve to the right having a radius of 375 feet and being tangent to a line bearing South 46°55'13" West, a distance of 22.76 feet; thence South 39°36'10" East, a distance of 204.58 feet; thence South 9°59'06" East, a distance of 123.35 feet; thence South 0°00'00" West, a distance of 105.60 feet to the South line of the North Half of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 17; thence South 89°48'00" East along said South line, a distance of 660.00 feet to the East line of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 17; thence North 0°00'00" East along said East line, a distance of 1326.70 feet to the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 17; thence South 89°49'41" West along the North line of the Northwest Quarter (NW $\frac{1}{4}$ ) of the

Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 17, a distance of 1326.81 feet to the point of beginning. Containing 36.61 acres, more or less.

which plats recorded on the 22nd day of May, 1973 in the office of the Register of Deeds of Johnson County, Kansas under Document 951802 in Plat Book 35 at page 22 as well as the plat recorded on the 17th day of March, 1976 in the office of the Register of Deeds of Johnson County, Kansas in Plat Book 38 at page 26 and the plat recorded on the 17th day of March, 1976 in the office of the Register of Deeds of Johnson County, Kansas under Document 1050497 in Plat Book 39 at page 27.

WITNESSETH:

It is the desire of the signatories hereto, being owners of the land comprising the above-described real estate, to enter into a homes association declaration, a declaration of restrictions uniformly applicable to all lots identified in the recorded plats of Blue Valley Riding identified above and in so doing to uniformly amend all existing declarations of restrictions in homes association declarations to be consistent throughout the area described above;

WHEREAS, it is the desire of said homes association to assure the development and maintenance on said lots of a high-class residential district and to continue the development of such land and other land in the vicinity for such purposes and for the creation and maintenance of a residence neighborhood possessing features of more than ordinary value to residence communities; and

WHEREAS, the Blue Valley Riding Homes Association, Inc. and Crest Financial Corporation and the required number of lot and homeowners therein, desire to amend the Declaration of Restrictions, Homeowner's Declaration, et al.;

NOW, THEREFORE, we, the undersigned, homeowners of Blue Valley Riding Homes Association, and, with the consent of Quivira Land, Ltd. and with all other consents required, agree to amend all prior restrictions, declarations of restrictions, and homes association declarations applicable to the above described lots, and platted land or the land subjected hereto as described above, and/or on any attachments hereto, and to adopt

the following declaration of restrictions, and that the parties hereto desire to place said restrictions on all of said lots, all of which restrictions shall be for the present owners thereof and their future grantees.

NOW, THEREFORE, in consideration of the premises, the Blue Valley Riding Homes Association, Inc. and the required homeowners, Quivira Land, Ltd. and others whose consents are required, for themselves and for their successors and assigns, and for their future grantees, hereby revoke any and all previous restrictions, declarations of restriction, or homes association declarations previously filed of record on the above-described property and substitute the following therefor, to wit:

Definitions of Terms Used:

The term "district" as used in this agreement shall mean, all of the lots shown on said plats of Blue Valley Riding. If or when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modifications thereof. The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "public places" as used herein shall be deemed to mean all streets, all parks at street intersections or elsewhere, and all similar places the use of which is dedicated to or set aside for the use of the general public, or for the general use of all of the owners within the district, or which may, with appropriate consent, be used by all of the owners of the district.

The term "owners" as herein used shall mean those persons or corporations who may from time to time own the land within the district.

Public Improvements under Management of Company or Association:

All common area improvements upon and to the land in the district or improvements in public places shall be under the management or control of the Homes Association by whatever name it may be designated as hereinafter provided, as trustee; an association to be composed of the owners of the real estate in said district, which Association may or may not be incorporated as the members thereof may hereafter provide. But whether it is incorporated or not, it is understood and agreed that the members of the Association shall be limited to the owners of the land within the boundaries of the district as it exists from time to time. It is provided, however, that such management and control of said improvements shall at all times be subject to that had and exercised by any city, township, county and state, or any of them, in which the land within the district is located. And in addition thereto, it shall have such further powers and duties as are hereafter set forth, all of which may be exercised or assumed at the discretion of the Association.

The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

Only resident owners of property, and not speculative investment owners, builders, or developers, unless they are actual occupying residents of said property, shall be entitled to the rights, privileges, benefits and duties of the Blue Valley Riding Homes Association, and said Association shall not be required to have as a member or accept dues from or provide benefits to any non-resident owner.

Powers and Duties of the Association as Trustee:

The Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable, provided that nothing herein contained shall be deemed to prevent any owner having any contractual right to do so, from enforcing any building restrictions in his own name.

FIRST: To enforce, either in its own name or in the name of any owner within the district, any or all building restrictions

which may have been heretofore, or may hereafter be imposed upon any of the land in said district, either in the form as originally placed thereon or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association as herein provided for.

SECOND: To care for, spray, trim and protect and replant trees; to care for, protect and replant shrubbery and resow grass in areas owned by the association or in their care, custody and control or areas which are set aside for the general use of the owners of the district, or to which such owners have access and the use thereof.

THIRD: To mow, care for and maintain parkings in front of vacant and other property; to cut and remove weeds and grass from such parkings or other places, and to cut and remove weeds and grass from other vacant properties; to pick up and remove therefrom, loose material, trash, and rubbish of all kinds, and to do any other things necessary or desirable in the judgment of the officers of said association to keep such vacant and unimproved property neat in appearance and in good order but only upon the refusal of the owner of said property to so act after being duly requested to act by an authorized member of the association; the association shall have the power to levy special assessments to cover the costs of the acts described under this article against the individual landowner involved, said assessment to be equal to the actual cost of the activities and shall be billed directly to the owner within ten days after completion of the acts and in the event such special assessment is not paid within thirty (30) days of notice thereof, it shall constitute an lien against the

property in conformity with the other provisions of these declarations dealing with the filing of liens for nonpayment of assessments.

FOURTH: To provide such lights as the Association may deem advisable on streets, parks, parkings, gateways, entrances, or other features, and in other public or semi-public places not otherwise provided by a government entity.

FIFTH: To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage not otherwise provided by governmental entity.

SIXTH: To provide for the maintenance of tennis courts, bath houses and swimming pool, playgrounds, gateways, entrances, drinking fountains, streams and other ornamental features including all appropriate insurance as deemed necessary by the Board of Directors of the Association now existing or which may hereafter be erected or created in said district on any land set aside for the general use of the owners of the district, or to which all of such owners have access and the use thereof and to determine the dates and times of the operation, if any, thereof.

SEVENTH: To exercise such control over easements as it may acquire from time to time.

EIGHTH: To exercise such control over streets as may be within its powers and as it may deem necessary or desirable. To issue permits for plumbers or other parties to make cuts or excavate in streets when necessary for installation of utilities and to accept bonds or deposits for the repairing of such cuts. Said Trustee shall have full authority to prevent any excavation or cuts in streets without first requiring a reasonable deposit to insure the repair and future maintenance of such repairs. It being further understood that the Trustee may reserve the full right to make any or all excavations in streets; or the right to refill any excavation; or the right to repave any cuts, or the right to repair any damages, in its option, to any improvements in the streets, and pay the costs of the same out of the deposits made as above provided; subject at all times to the control of

the city or county or other proper officials as may have jurisdiction over streets.

NINTH: To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be used by it, and such taxes as may be assessed against land in public or semi-public places.

TENTH: To represent and defend the interests of the association as they may be determined by the Board of Directors in conformity with this homeowner's declaration and all applicable declarations of restrictions applicable to land which is subject to this homeowner's declaration in any court of law, before any governmental agency, unit, board, or authority, said representation to be paid for out of the general funds of the association.

Land Entitled to Benefits:

No land shall be entitled to any of the benefits or improvements or services provided for by this association unless the owner or owners thereof shall have subjected their land to the terms of this agreement and to the assessments herein provided for.

Method of Providing General Funds:

For the purpose of providing a general fund to enable said association to exercise the powers, and maintain the improvements and render the services herein provided for, all land within the boundaries of the district above described shall be subject to an annual assessment which shall initially be \$120.00 per year, payable in one payment on the second day of January and annually thereafter by the respective owners of the assessable land subject thereto, which assessable land shall be deemed to be all of the lots in the aforesaid plats of Blue Valley Riding together with such other land as may from time to time be added to the said district as herein provided. The association may from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment for any land, lot and/or living unit within the district as now or hereafter established, provided, however, that if in the sale of this land any

lot or lots be divided into one or more building sites, each of which buildings sites shall be liable for a single residence and may consist of a part or parts of one or more lots as platted, then for the purpose of levying this assessment each of such living units shall constitute one assessment unit and shall be liable for each annual assessment in the same way and manner as one platted lot under a single ownership. All building sites, consisting of either platted or unplatted land, which are now or may hereafter become a part of the district as herein provided for shall be at least of such size as will under the restrictions of record, if any there be, permit the erection of a residence thereon. For the purpose of levying this assessment, the association shall be the sole judge as to what may from time to time constitute a building site under the provisions of this paragraph.

The annual assessment upon any land, lot, living unit or building site as aforesaid may be increased provided that a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, a majority of a quorum (as determined by the by-laws and/or articles of incorporation of the Association) present at such meeting authorize such an increase by an affirmative vote thereof. Whenever the association may deem it advisable to submit to the members a proposal for increasing the amount of the annual assessment for a particular year, then it shall notify members of the association by mailing to such members at the last known address with United States postage thereon prepaid, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase in the amount of the annual assessment is to be voted upon at such meeting. No increase in the amount of the annual assessment may be made for more than one year at a time.

The first assessment shall be for the calendar year beginning January 1, 1980, and it shall be fixed and levied prior to January 1, 1980, and shall be payable on that date, and



thereafter it shall be due and payable on the first day of January of each year. It will be the duty of the Association to notify all owners whose address is listed with the Association on or before the date, giving the amount of the assessment, when due, and the amount on each tract of land owned by them. Failure of the association to levy the assessment prior to December first of each year for the next succeeding fiscal year beginning on January first, shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the association to do so for any subsequent year. When the assessment is made subsequent to December first of any year, then it shall become due and payable not later than thirty days from the date of levying the assessment.

What Constitutes Notice:

A written or printed notice thereof, deposited in the United States Post Office, with postage thereon prepaid and addressed to the respective owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for this purpose or for any other purpose of this contract, where notices are required.

Lien on Real Estate:

The assessment shall become a lien on said real estate as soon as it is due and payable as above set forth. In the event of failure of any of the owners to pay the assessment on or before the first day of January following the making of such assessment, then such assessment shall bear interest at the rate of ten percent (10%) per annum from the first day of January, but if the assessment is paid before the first day of January, or within thirty (30) days from the date of the assessment, if the assessment is made subsequent to January first for the fiscal year beginning January first, then no interest shall be charged.

Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any property subject to assessment. Sale or transfer of any lot shall not affect the assessment lien. However, the

sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

When Delinquent.

On or after the first day of January of each year, beginning January 1, 1980, or within thirty (30) days from the date of levying the assessment for the fiscal year during which and for which the assessment is levied, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the association to bring suits to enforce such liens before the expiration thereof. The association may, at its discretion, file certificates of non-payment of assessments in the Register of Deeds office whenever any such assessments are delinquent. For each certificate so filed, the association shall be entitled to collect from the owner or owners of the property described therein a fee as shall be determined by the Board of Directors of the Association annually, which fee is hereby declared to be a lien upon the real estate so described in said certificate and shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereof.

Termination of Liens:

Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time, suit shall have been instituted for the collection of the assessment in which case the lien shall continue until the termination of the suit, and until the sale of the property under execution of the judgment establishing same.

Expenditures Limited to Assessments for Current Year:

The association shall at no time expend more money within any one year than the total amount of the assessment for that

particular year, or any surplus which it may have on hand from previous assessments; nor shall said association enter into any contract whatever, binding the assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the association except for contracts for utilities; it being the intention that the assessment for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the association shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities.

Other Lands--How They may be Added:

The association may from time to time add such land to the district as is now or hereafter owned or approved for addition by it; provided that the land so added to the district shall at that time be bound by all of the terms of this agreement and any future modifications thereof. The association may also unite or combine with any other association similarly organized, operating on a similar basis having jurisdiction of land lying within the County of Johnson, State of Kansas.

Association to Notify Members of Address:

The association shall notify all owners of land in the district as it may exist from time to time, insofar as the address of such owners are listed with said association, of the official address of the corporation, as to what place and time regular meetings of the association shall be held, designating the place where payments shall be made, and any other business in connection with said association may be transacted, and in case of any change of such address, the association shall notify all the owners of the land in the district insofar as their addresses are listed with the association, of the change, notifying them of its new address.

New Power to be Given:

By written consent of two-thirds of the members of the Homes Association in good standing, evidenced by an agreement duly executed and acknowledged, and recorded in the Office of the Register of Deeds of Johnson County, Kansas, the association may

be given such additional powers as may be desired by said members or may otherwise amend this instrument.

To Observe all Laws:

Said association shall at all times observe all of the state, county and other laws, and 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 laws shall become null and void, but no other part of this agreement not in conflict therewith shall be affected thereby. The association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of the agreement subject however to the limitations of its rights to contract as is herein provided for.

How Terminated:

This agreement may be terminated and all of the land now or hereafter affected may be released from all of the terms and provisions thereof by the owners of two-thirds of the area subject thereto at the time it is proposed to terminate this agreement, executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the Office of the Register of Deeds of Johnson County, Kansas.

Covenants Running with the Land:

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon Quivira Land, Ltd. its successors and assigns, the undersigned and consenting property owners who affix their signatures hereto, their successors and assigns.

II. DECLARATION OF RESTRICTIONS

Further, know all men by these presents, that Blue Valley Riding Homes Association, Inc., a Kansas corporation, the owners of real estate situated in the County of Johnson, State of Kansas, described as follows, to wit:

that land legally described as Tract "A" and separate lots 1, 5, 6, 8, 9, 17, 27, 28, 29, 30, 35, 37, 39, 40, 41, 44, 45, 46, 48, 49, 51, 52, 53, 54, 60, 64, 65, 66, 67, 68, 69, 70, 71, 73, 74, 75, 77, 79, 82, 83, 85, 86, 87, 88, 89, 90, 91, 92, 94, 97, 101, 102, 103, 104, 105, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 131, BLUE VALLEY RIDING, a subdivision of land in Johnson County, Kansas according to the recorded plat thereof; and

All of a tract of land located in the Northwest Quarter (NW $\frac{1}{4}$ ), Southeast Quarter (SE $\frac{1}{4}$ ) and Southwest Quarter (SW $\frac{1}{4}$ ) of Section 17, Township 14, Range 25, Johnson County, Kansas, being more particularly described as follows: Beginning at the center of Section 17, Township 14 South, Range 25 East, Johnson County, Kansas; thence North 0°00'30" West along the East line of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 17, a distance of 75.47 feet; thence South 45°04'30" West, a distance of 286.02 feet; thence North 44°55'30" West, a distance of 51.77 feet; thence South 45°04'30" West, a distance of 320.00 feet; thence South 44°55'30" East, a distance of 241.77 feet; thence South 57°12'16" East, a distance of 296.31 feet; thence South 77°03'57" East, a distance of 308.06 feet; thence North 31°15'47" East, a distance of 62.50 feet; thence South 43°04'47" East, a distance of 359.05 feet; thence along a curve to the right having a radius of 375 feet and being tangent to a line bearing South 46°55'13" West, a distance of 22.76 feet; thence South 39°36'10" East, a distance of 204.58 feet; thence South 9°59'06" East, a distance of 123.35 feet; thence South 0°00'00" West, a distance of 105.60 feet to the South line of the North Half of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 17; thence North 89°48'00" East along said South line, a distance of 660.00 feet to the East line of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 17; thence North 0°00'00" East along said East line, a distance of 1326.70 feet to the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 17; thence South 89°49'41" West along the North line of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section 17, a distance of 1326.81 feet to the point of beginning. Containing 36.61 acres, more or less.

do hereby impose upon each and every tract so described the following restrictions and protective covenants.

These covenants are to run with the land and shall be binding on all owners within this subdivision and their heirs and assigns and all persons claiming under them until 1999, and shall be automatically continued thereafter for successive periods of twenty-five (25) years each, unless the owners of the fee title to the majority of the front feet of said lots shall by resolution at a special meeting called for that purpose upon mailed notices to all such owners, shall release, change or alter any or all of the said restrictions at the end of any such twenty-five (25) year period at least five (5) years prior to said expiration. The following restrictions or protective covenants shall be kept by all persons owning, occupying or using said land and may be enforced by injunction, mandatory or otherwise.

If the party herewith, or any of its assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in Blue Valley Riding to prosecute any proceedings of law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. No tracts in Blue Valley Riding so subdivided in tracts by the owners herein shall be used except for residential one-family residences and the buyers agree never to subdivide the tracts so conveyed to them. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed two and one-half (2½) stories in height and an attached private garage for not more than three cars.

2. No lots sold herein shall be in any way subdivided. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and landscape, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered without the prior approval of the Architectural Control Committee. Approval shall be as provided in paragraphs 2A and 2B herein.

- A. The Architectural Committee will be composed of the Board of Directors, then current of the BLUE VALLEY RIDING HOMES ASSOCIATION. Until such time that there exists a Board of Directors of the BLUE VALLEY RIDING HOMES ASSOCIATION, the developer and his associates will act as the Architectural Committee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

- B. It is expressly agreed that the architectural committee referred to in (a) above shall have control over completed homes whose owners are members of the Blue Valley Riding Homes Association at or after the recording of this Declaration of Restrictions; exclusive control of new homes to be constructed after the date of the filing of these Declarations shall be vested solely in Robert Bodine, developer, until such time as the homes are sold and the owners thereof become subject to these Declarations of Restrictions and homeowner's declarations at which time said homes will then become subject to the architectural committee.
- C. No building shall be located nearer than sixty (60) feet to the existing street lot line as shown in the recorded plat of Blue Valley Riding.
- D. No building shall be located nearer than twenty-five (25) feet to any interior lot line except that only fifteen (15) feet side yard shall be required for a garage or other permitted accessory building located one hundred fifty (150) feet or more from the minimum building setback line.
- E. For the purposes of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
- F. No fencing shall be permitted upon any of the lots unless fencing shall be approved by the Architectural Committee.
- G. With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to the street lot line than the above provided, but no nearer than sixty (60) feet to any street lot lines, where the natural elevation of the lot along the established minimum building setback line is more than either eight (8) feet above or four (4) feet below the established roadway level along the abutting street and where in the opinion of the said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer than fifteen (15) feet to any street lot line.
- H. All constructed houses shall be end entry garage only with all external driveways consisting exclusively of properly constructed concrete or asphalt surfaces; all lots, regardless of house location thereon, shall be fully sodded to the rear corners of the house and the complete width of the lot.
- I. All lots to be used for one family residence only.
- J. The above lots, may be improved, used or occupied for private residence, and no flat or apartment house through intended for residential purposes, may be erected thereon.
- K. No residence shall be more than two stories in front, except that split-level construction shall be permitted.

- L. No trailer, basement, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.
- M. No dwelling or residence shall be occupied until fully completed, and such dwelling or residence must be fully completed within six (6) months after the first earth excavation is started. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in damaged condition longer than three (3) months.
- N. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and further provided that not more than two (2) dogs or two (2) cats or two (2) other household pets shall be kept on any residence lot.
- O. No school buses, autos, campers, camper-trailers, recreational vehicles, tractors or trucks shall be parked at the curb for more than 24 hours at any one time. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No cars, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition or whose presence might make an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or at the curb for more than 48 hours. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot in the subdivision.
- P. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited, except on lots that have residence under construction. Outside clotheslines shall be prohibited, except for removable umbrella type, which shall be at rear within ten feet of rear of house.
- Q. No radio or television aerial wire or antenna or antenna tower shall be maintained outside of any structure.
- R. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above the surface of the ground, except when deemed necessary by the owner, subject to the exclusive approval of the Architectural Control Committee which shall be a prerequisite to the permissible construction of said tanks.
- S. No trash, ashes, or other refuse shall be thrown or dumped upon any undeveloped portions of said land.



T. All property owners or property subject to the restrictions herein set forth may construct, for their personal use, above ground swimming pools upon first obtaining written approval from the Architectural Control Committee; said owners of property subject hereto shall further be allowed to construct a properly designed tennis court without prior Committee approval, however, if lighting is constructed for nighttime use of said tennis courts, all lights shall be extinguished no later than 10:00 p.m. Further, no use of any of the land subject hereto shall constitute a nuisance use which would interfere or tend to interfere with the adjoining property owners' reasonable enjoyment of the use and benefit of their property.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract herein conveyed. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.

4. One story residences shall have a ground floor area of not less than 1,600 square feet. One and one-half (1½) story residence, not less than 1,200 square feet on ground floor, and a minimum total of 1,600 square feet. Split levels shall have a minimum of 1,200 square feet ground level, with a total square foot minimum of 1,800 square feet. Two (2) story residence, not less than 1,200 square feet on first floor with a minimum of 1,800 square feet.

5. All residences shall be required to have two or three car garage, and the minimum size of a garage shall be 20' x 24'. Only garages which are attached or those which are so located as to appear to be attached will be permitted.

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

7. No structure shall be moved into said property and no outbuilding shall be erected without the prior approval of the Architectural Committee.

8. If in the event owners herein do not commence construction within one (1) year from the date of this contract, then Sellers shall have the option to refund the owners all of the monies paid into the principal against the sale price of this tract.

9. It is agreed that if the owner of any vacant lot fails refuses to cut weeds or brush from the cleared portions of the property, then the Architectural Committee shall have authorization to do so and the cost thereof to be taxed as a lien against the property.

OPTION TO EXCLUDE APPLICABILITY OF THE TERMS AND CONDITIONS OF THE FOREGOING AGREEMENT BY THE BLUE VALLEY RIDING HOMES ASSOCIATION, INC., AND DECLARATION OF RESTRICTIONS TO CERTAIN REAL PROPERTY TO WHICH SAID AGREEMENT APPLIES

All of the parties hereto expressly agree and stipulate that the legal owner of all the land described in Exhibit "A", attached hereto by reference, said owner being Quivira Land, Ltd., Robert E. Bodine, President, shall have the power to waive any or all of the restrictions or covenants contained herein so long as said property described in Exhibit "A" or any part thereof, remains undeveloped and/or under the said ownership of Quivira Land, Ltd.

QUIVIRA LAND, LTD.

By Robert E. Bodine President  
Robert E. Bodine, President

BLUE VALLEY RIDING HOMES ASSOCIATION, INC.

By Terry Johnson  
Terry Johnson, President

ATTEST:

Poxane Moore  
Poxane Moore, Secretary

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

BE IT REMEMBERED, that on this 11th day of December,  
<sup>1979</sup>~~1980~~, before me, the undersigned, a Notary Public in and for the  
County and State aforesaid, came Terry Johnson, President and  
Roxane Mccse, Secretary of Blue Valley Riding Homes Association,  
Inc., a corporation duly organized, incorporated and existing  
under and by virtue of the laws of Kansas, who are personally  
known to me to be such officers, and who are personally known to  
me to be the same persons who executed, as such officers, the  
within instrument of writing on behalf of said corporation, and  
such persons duly acknowledged the execution of same to be the  
act and deed of said corporation.

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

PATRICIA J. WRIGHT  
NOTARY PUBLIC  
WYANDOTTE COUNTY, KANSAS

*Patricia J. Wright*  
Notary Public

My Appointment Expires:

3-8-81

NOTE:

At the Regular Meeting of the Board of Directors  
on 11 March 1980, the following resolution was  
passed pertaining to the procedure for homeowners  
to follow in applying to the Architectural  
Committee regarding anything that needs approval.

"BE IT RESOLVED, that any property owner of  
the Association, desiring to make additions or  
permanent modification to their property, such as  
buildings, fences, etc., shall submit to the  
Secretary an application in writing along with plans  
or diagrams. The Board shall act upon said  
application at the next Regular Board Meeting and  
approval or disapproval shall be given in writing.  
This approval shall be for architectural purposes  
and does not designate approval of use."