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 NO. _____
 INDEXED _____
 NUMERICAL INDEX _____

DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 AND ESTABLISHING ASSOCIATION
 TWIN RIDGE WEST ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by Dwight N. Jackson and Caroline Jackson, husband and wife, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Douglas, State of Kansas, which is more particularly described as:

Lots One (1) through Seventeen (17), Block One (1), and Lots One (1) through Five (5), Block Two (2), in Twin Ridge Heights West, a suburban subdivision in Douglas County, Kansas.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

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State of Kansas, Douglas County, SS.	
Filed and Entered in Vol. 413	
Page 1208	11:23 a'clock A. M.
1221	JAN - 8 1938
By _____ Register of Deeds Deputy	

ARTICLE II

SUMMARY

The following covenants, conditions and restrictions define the future rights, duties, and obligations of the Owners of the above described property. An Association is created and the members' property membership and voting rights are set forth. In addition, the right to assess for maintenance of Water Detention Facilities is created.

ARTICLE III

DEFINITIONS

Section 1. "Association" shall mean and refer to Twin Ridge West Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless they have acquired title to a Lot pursuant to foreclosures or any proceeding in lieu thereof.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Water Detention Facilities" shall mean and refer to four (4) Detention Facilities located as follows:

- 1) Detention Facility No. 1, Along East boundary of Lot 15, Block One.
- 2) Detention Facility No. 2, Along the common Northwest boundary of Lot 1, Block Two, and the Northeast boundary of Lot 2, Block Two.
- 3) Detention Facility No. 3, in the Northeast part of Lot 1, Block Two.
- 4) Detention Facility No. 4, Along the East boundary of Lot 5, Block Two.

These Water Detention Facilities will be referred to as "Facilities" in some instances in this document.

Section 5. "Lot" shall mean and refer to any of the Lots shown on the recorded subdivision plat of the Properties and to such other Lots that may become subject to the jurisdiction of the Association.

Section 6. "Living Unit" 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.

ARTICLE IV

THE ASSOCIATION

Section 1. Designation of the Association. The Owners of Lots 1 through 17, Block One, and Lots 1 through 5, Block Two, shall hereinafter be referred to as Twin Ridge West Association and they shall enjoy their rights and meet their obligations as they pertain to the maintenance of the Water Detention Facilities.

Section 2. Rights of the Association. The Association shall have right of assessment and enforcement as is reasonably necessary to perform their duties in maintaining the Water Detention Facilities.

Section 3. Easements.

(a) An easement is hereby created in favor of the Association, permitting it to enter upon any Lot for the purpose of performing its powers and duties as delineated herein, and in its Articles of Incorporation and Bylaws. The right established in this paragraph shall be exercised in a reasonable manner.

(b) All easements and rights established in this Article IV shall run with the land, and unless in gross, inure to the benefit of and be binding upon the Owners of all Lots and Living Units in the Properties and additions thereto, whether or not such easements are mentioned or described in any deed of conveyance and upon their successors, heirs and assigns.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot and one vote for each Living Unit owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three votes for each Lot and three votes for each Living Unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership. From and after that time, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot and one vote for each Living Unit in which the Class B member holds the interests required for membership under Section 1 of this Article V.

ARTICLE VI

POWERS AND DUTIES OF ASSOCIATION

Section 1. Duties. The Association shall have the following duties:

(a) To maintain the Water Detention Facilities, which maintenance shall include maintaining the containment basins to their original design capacity and the drain tubes free of debris, silt or other obstructions, and shall also include the performance of such other things as may from time to time be necessary to maintain the quality of these facilities.

Section 2. Powers. The Association shall have the power:

To fix, levy and collect assessments, both general and special, against each Lot as hereinafter set forth in Article VII for the purpose of performing its duties of maintenance.

Section 3. Board of Directors. The members at their annual meeting shall elect a Board of Directors, consisting of five (5) members of the Association. The Board of Directors shall serve until the election of new board members at the next annual meeting. There shall be no limitations on the number of terms to which a member may be elected on the Board of Directors. The Board of Directors shall exercise the powers of the Association, except as otherwise provided herein.

Section 4. Annual Meeting. The Association will hold its annual meeting on the second Monday of February of each year at 5:30 p.m. The initial meeting shall be held at 444 Rockfence, Lawrence, Kansas, and subsequent meetings shall be held at such address unless a different address shall be designated. The Owner, Dwight Jackson, shall serve as the Secretary for the purpose of providing notice to the first meeting. Subsequent meetings shall be held upon five (5) days written notice from the Secretary of the Board of Directors. Special meetings of the membership may be held upon request of any director upon five (5) days written notice from the Secretary as to the time and place of the meeting.

Section 5. Officers of the Association. The Officers of the Association shall be elected by the Board of Directors. The Officers shall consist of a President, a Vice-President, a Secretary-Treasurer and such other Officers as the Board of Directors may elect.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so

expressed in such deed, is deemed to covenant and agree to pay to the Association assessments or charges to be fixed, established, levied, and collected from time to time as hereinafter provided which assessments shall be for the maintenance of the Water Detention Facilities as herein provided. The Assessments, both general and special, together with interest and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Determination and Payment of Annual Assessment.

Prior to the beginning of each calendar year, the Association, by its Board of Directors, shall prepare a Budget for the ensuing calendar year and such Budget shall cover the estimated costs of maintaining the Water Detention Facilities and performing all of the obligations and exercising the powers established under this Declaration. In addition, such Budget may, at the discretion of the Board of Directors, provide for contributions to a sinking fund to defray long-range costs of maintaining the Facilities. On the basis of this Budget, the assessment for each Owner of each Living Unit for the ensuing year shall be established by the Association on the basis that the costs as estimated under such Budget shall be borne equally by the Owner of the Lots. The assessments shall be paid monthly on the first day of each month and shall be deemed delinquent if not paid within five (5) days thereafter. At the end of each calendar year the Association shall determine, as soon as is reasonably possible, all of the costs incurred in that year, and if the costs have exceeded the Budget, the deficiency shall be taken into account and defrayed as part of the Budget for the following calendar year. If there is an excess of money collected from the annual assessment over the costs for such year, such excess shall also be taken into account in preparing the Budget for the following calendar year. Should the Board of Directors decide to include an amount for establishment of the sinking fund as provided above, it shall be empowered to invest all excesses in the assessments over the

actual costs in an interest bearing account in the name of the Association in a bank or savings and loan association, or in certificates of deposit bearing interest issued by such institutions. The administration of such sinking fund shall be handled by the Board of Directors using reasonable business judgment within the limitations provided herein.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be twenty-five dollars (\$25.00) per Lot. Thereafter, the assessment shall be determined annually in accordance with Section 2 of this Article.

Section 4. Special Assessments for Maintenance of Water Detention Facilities. In addition to the annual assessments authorized above for Owners of Lots, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of extraordinary maintenance required for the Water Detention Facilities, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are Owners of Lots and who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notices of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members entitled to vote on the assessment not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein for the Water Detention

Facilities shall commence on the January 1st following the year of first sale of a Lot in said organization's area. The Association shall, upon demand, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid with thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of this Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become 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.

Section 9. Maintenance by the County of Douglas. In the event that the Declarant or the Association, their successors or assigns, shall fail at any time to maintain the Water Detention Facilities, the County of Douglas may serve a written Notice of Deficiency upon Declarant or the Association, their successors or assigns, setting forth the manner in which Declarant or the Association, their successors or assigns, has failed to maintain such Facilities. Such Notice shall include a statement describing the part of the Areas that has not been maintained and shall grant twenty (20) day's time within which the Declarant or the Association may correct any deficiency in or otherwise maintain such Facilities. If said correction or maintenance is not commenced within the time specified, the County of Douglas, in order to preserve the designed Water Detention function, may

enter upon said Facilities and perform the necessary correction or maintenance listed in the Notice of Deficiency. All costs incurred by the County of Douglas in carrying out the obligations of declarant or the Association may be assessed against the properties in the same manner as provided by law for the assessment of taxes and special assessments, and said assessments may be established as liens upon the Properties. Should Declarant or the Association, their successors or assigns, upon receipt of said Notice of Deficiency, believe that the deficiency or maintenance listed on said Notice is not proper or required for any reason, they may, within the twenty (20) day period provided in such Notice, apply for a hearing before the Board of County Commissioners to appeal such a Notice and any further proceedings under the Notice shall be delayed pending the outcome of any proceedings on appeal of said Notice.

ARTICLE VIII

GENERAL RESTRICTIONS ON LOTS

Section 1. Land Use.

A. Subdivisions. No Lots should be used for subdivisions without the approval of the Architectural Control Committee.

B. Dwelling Size. The ground floor of the main structure of any residential dwelling exclusive of one story open porches and garages shall not be less than 1,200 square feet for one floor buildings and 1,000 square feet for two floor buildings.

C. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications, including, but not limited to, specifications on exterior materials and colors, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to type of materials, exterior colors, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall have the power to waive

any requirements called for in these covenants. The Architectural Control Committee shall have complete discretion as to the extent of detail required in plans submitted.

D. Construction Requirements. Exterior walls of all buildings, structures and appurtenances shall be of brick, stone, wood shingles, wood siding, wood paneling, glass, glass blocks or any combination thereof. There shall be no metal construction other than low maintenance metal siding with the approval of the Architectural Control Committee. No roofs shall be constructed of metal or tar and gravel. Windows, doors and louvres shall be of wood or metal and glass. Some use of brick or stone on the exterior front of a residence or building is encouraged. All exterior walls and roofs shall be as specified above unless approval is otherwise granted by the Architectural Control Committee. No building shall be permitted to stand with its exterior in an unfinished condition for longer than one (1) year after commencement of construction. In the event of fire, wind-storm or other damages, no building shall be permitted to remain in a damaged condition longer than six (6) months after the date of damage. For each month that there shall be a violation of the previous two sentences, a fine of One Hundred Dollars (\$100.00) shall be due and payable, from the record title Owner of the property where said violated condition exists, to the Architectural Control Committee provided for herein.

E. Ponds or Lakes. Construction of any ponds or lakes which may obstruct or retard the flow of water must be approved by the Architectural Control Committee. In addition, if said pond or lake is to be constructed on a primary drainageway or stream, an approved design from a qualified engineer must be submitted and adhered to.

F. Easements. Easements for installation and maintenance of utilities, drainage facilities and pedestrian ways are reserved as shown on the recorded plat. 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 or flow of drainage channels in the easements, or which

may obstruct or retard the flow of water through drainage channels in the easements or which may hinder use as a pedestrian walkway. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, this Association or a utility company is responsible.

G. Nuisances. 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. All grasses, weeds, and brush shall be maintained to present a pleasing and neat visible appearance to the neighborhood.

H. Temporary Structures and Out Buildings. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be placed or used on any Lot at any time as a residence, either temporarily or permanently. No mobile home or building constructed of or from a mobile home or its components shall be placed on any Lot at any time. Out buildings or other detached structures appurtenant to the residence may be erected on any of said Lots only with the consent in writing of the Architectural Control Committee. The existing temporary metal building located in the Northwest Corner of Lot 1, Block Two, will remain as a storage shed for lot maintenance equipment. This building will be removed after the sale of 16 lots or by December 31, 1996, whichever occurs sooner.

I. Signs. No signs, advertisement or advertising structures of any kind may be erected or maintained on any of said Lots without the consent in writing of the Architectural Control Committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each Lot or Tract as sold or conveyed, which advertising board shall not be more than five square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the Lot or Tract upon which it is erected.

J. Livestock and Poultry. Upon any one Lot, a maximum of two of any one kind of animal will be allowed, provided the

total number of animals over the age of six months does not exceed five. Provided further that no swine will be allowed on any Lot at any time and that any and all animals must be kept in clean and attractive barns and pens.

K. Garages. All buildings shall contain a garage with the capacity to hold at least one automobile.

L. Garbage and Refuse Disposal. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All sanitary containers shall be enclosed and all enclosures shall be built-in and architecturally designed. Changes from this requirement shall be made only with the approval of the Architectural Control Committee. All incinerators or other equipment for the storage or disposal of materials shall be kept in such a manner that it shall not be a fire hazard. No trash shall be dumped or burned nearer than seventy (70) feet from any Lot line.

M. Type of Living Unit. No building shall be constructed upon any Lot other than a single-family residence. No building shall be used upon any Lot for a purpose other than as a single-family residence.

N. Foundations. All buildings shall be placed upon a basement constructed of concrete or upon a permanent foundation located upon concrete.

Section 2. Architectural Control Committee.

A. Membership. The Architectural Control Committee is composed of Dwight N. Jackson, Caroline Jackson and a third member to be selected by Dwight N. Jackson and Caroline Jackson. 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. After fifteen years from the date that these covenants are recorded,

the then record Owners of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties or to disband the Committee. In the event that they shall fail to so act, the Committee shall continue in full force and effect for a total period of thirty (30) years from the date these covenants are recorded, after which time said covenant shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change such covenants in whole or in part.

B. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the further right by three-fourths (3/4) vote of its Board of Directors to levy fines up to and including one hundred dollars (\$100.00) against any Owner who has breached or threatens to breach any of the provisions of this Declaration, the Bylaws of the Association, or the published rules and regulations of the Association, and to change such fine as a special assessment in accordance with Article VII, Section 1, hereof.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated or amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 7th day of January, 1988.

Dwight N. Jackson
Dwight N. Jackson

Caroline Jackson
Caroline Jackson

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED THAT on this 7th day of January, 1988, before me, the undersigned a Notary Public in and for the County and State aforementioned, came, Dwight N. Jackson and Caroline Jackson, husband and wife, who are personally known to me to be the same persons who executed the above and foregoing instrument, duly acknowledging the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Sara L. Houser
Notary Public

My Appointment Expires:

9/21/91

