

Original compared with record

STATE OF KANSAS, } SS:  
LINN COUNTY, }  
This instrument was filed for record the 11<sup>th</sup>  
day of September, 1978  
at 8:42  
and duly recorded in book 111, page 25  
at p. 25  
Fee \$ 14.<sup>00</sup>  
D. C. ...  
Register of Deeds

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 18th day of September, 1978, by LINN VALLEY LAKES, a Kansas Limited Partnership, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent lakes, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said lakes, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has or will cause to be incorporated under the laws of the State of Kansas, as a non-profit corporation, LINN VALLEY LAKES PROPERTY OWNERS' ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the LINN VALLEY LAKES PROPERTY OWNERS' ASSOCIATION.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Owner" shall mean and refer to the record owner, of the fee simple title to any lot situated upon the Properties, and also to any purchaser of any lot under a contract for deed or other agreement. Provided, however, any person who has defaulted in the performance of any of the payments, terms and conditions of the contract for deed shall cease to be an Owner within the meaning of this declaration, so long as the person shall remain in default.

(f) "Multiple Owner" shall mean and refer to ownerships by:

- (1) more than one family unit;
- (2) two or more individuals not members of the same family unit; or
- (3) any business or non-profit entity.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 1, hereof.

(h) "Family Unit" shall consist of a head of household, the spouse of the head of household and any unmarried children 18 years of age and under.

## ARTICLE II

### Property Subject To This Declaration: Additions Thereto

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Linn County, Kansas, and is more particularly described as follows:

Tract No. 1

The North half (N1/2); and the North half of the Southwest Quarter (N1/2 of SW1/4); all in Section Twenty-four (24), Township Nineteen (19) South, Range Twenty-four (24) East of the 6th P.M., Linn County, Kansas.

Tract No. 2

The North one-fourth (N1/4) of the Northeast Quarter (NE1/4) of Section Twenty-five (25), Township Nineteen (19) South, Range Twenty-four (24) East of the 6th P.M., Linn County, Kansas.

Tract No. 3

The South half (S1/2) of the Northwest Quarter (NW 1/4); the South half (S1/2) of the Northeast Quarter (NE1/4); and the Southeast Quarter (SE1/4); of Section Twenty-three (23), Township Nineteen (19) South, Range Twenty-four (24) East, Linn County, Kansas.

Tract No. 4

Sixty-nine (69) acres, more or less, in the Southeast (SE) corner of the Northwest Quarter (NW 1/4), of Section Twenty-six (26), Township Nineteen (19) South, Range Twenty-four (24) East of the 6th P.M., Linn County Kansas. More particularly described as being: 100 rods, 6 1/2 feet East and West by 110 rods North and South; and the North half (N1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-six (26), Township Nineteen (19) South, Range Twenty-four (24) East of the 6th P.M., Linn County, Kansas.

Tract No. 5

The South half (S 1/2) of the Southwest Quarter (SW 1/4); the South half (S 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4); and the West half (W 1/2) of the North half (N 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4), all in Section Twenty-four (24), Township Nineteen (19) South, Range Twenty-four (24) East of the 6th P.M., Linn County, Kansas.

Tract No. 6

The Southwest Quarter (SW1/4) of Section Twenty-three (23); a tract of land in the Northwest Quarter (NW 1/4) of Section Twenty-six (26), described as follows: Beginning at the Northwest Corner (NW/c) of the said Northwest Quarter, thence South 50 rods, thence East 160 rods, thence North 50 rods, thence West along the section line to place of beginning; also a tract of two (2) acres, more or less, described as follows: Beginning at the Southwest corner (SW/c) of the tract last above described, running thence South to a creek, thence along said creek in a Easterly and Northeasterly direction to the South line of said last above described tract of land, thence West to the place of beginning; all in Township Nineteen (19) South, Range Twenty-four (24) East of the 6th P.M., Linn County, Kansas.

all of which real property shall hereinafter be referred to as "Existing Property"

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer, its heirs and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such right shall terminate on October 1, 1990.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in Subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with the Existing Property except as hereinafter provided.

### ARTICLE III

#### Restrictions, Covenants and Reservations

Section 1. For the purpose of providing an orderly development of The Properties and the preservation of their character primarily as a recreational area and for the further purpose of insuring adequate restrictions and covenants for the protection of all Owners and for the mutual benefit of the Association, the Developer does hereby impose the following restrictions, covenants, and reservations which shall be binding upon all Owners of a Lot(s).

a. The dwelling house shall face the street upon which the lot fronts, and no part thereof shall be nearer than 25 feet from the front lot line, or 10 feet on the side or back lot line.

b. All other structures shall be in the rear of dwelling house and shall be slightly, of new construction and of a character to enhance the value of the property.

c. Prior to the construction of any buildings or installation of sewage facilities the Owner shall present construction plans to the Developer or Association and obtain a permit from the Developer or Association for such construction or installation.

d. When the Owner submits construction plans to the Developer or Association for the building of a dwelling house he must also present plans to the Developer or Association for installation of adequate sewage facilities.

e. No outside toilets shall be allowed. No debris, junk or unsightly accumulation of materials shall be allowed to remain on premises.

f. In addition to the foregoing restrictions and stipulations, no dwelling shall be constructed on any lot nor shall any dwelling be moved to or maintained thereon, with less than 600 square feet of interior floor space. No basement shall be occupied until the dwelling is completed. All materials for the construction of any building shall be new. All buildings will be finished and painted or stained on the outside. The dwelling house shall be completed on the exterior within six months after commencement of construction of any type. If a lot is in the mobile home section, the interior square footage minimum must be 500 feet.

g. Mobile Homes put on mobile home lots shall have been manufactured no more than 5 years prior to date of installation, unless otherwise approved by Developer or Association, and shall be skirted within 30 days of installation. Mobile homes shall not be put on building lots.

h. Manufactured homes (doublewides) shall be permitted on building lots provided they are placed permanently on such lot and shall include foundation and skirting.

i. Recreational vehicles shall not be parked or used as a dwelling on any lot except those lots designated for campers or mobile home use. A special recreational vehicle storage area shall be set aside and maintained by the Developer or Association and shall not be used for dwelling purposes. Any such vehicles put on any lots other than those designated for campers or mobile homes use may be towed by Developer or Association at Owner's expense.

j. Campground reservations for campers or trailers shall be restricted to 72 hours continuous use on a first come first use basis. Registration shall be required at the Developer's or Association's office. Vehicles left beyond the 72 hour period may be towed by Developer or Association to the recreational vehicle storage area without liability to Developer or Association at the Owner's expense.

k. A flowage easement shall extend to 10' in elevation above any water impoundments constructed. All permanent residential construction below that elevation is prohibited.

l. No signs may be placed or maintained on any Lot, nor on or within any building, except in an area approved for commercial use.

m. Discarding of refuse in the lakes, on the street, parks, or any area, or the altering, defacing, or damaging of any signs, equipment, or facilities located on the Properties is prohibited. Molesting of swans, geese, ducks or any wildlife is prohibited.

n. Lakes, swimming areas and all recreational facilities are for sole use of Members, their family unit and guests. Guests must be in the company of a Member.

o. The Association and the Developer shall have an easement and right-of-way over a strip along the sides, front and rear boundary lines of the lot or lots in said addition, not exceeding ten (10) feet on each of said side and front boundary lines, and not exceeding ten (10) feet on the rear boundary lines, for the purpose of installation and maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewage, and any appurtenance to the supply lines therefor, including the right to remove and/or trim trees, shrubs, or plants.

p. The Association and the Developer shall have an easement and right-of-way over a strip of land all around the lakes from a point 10 feet from the waters' edge up the bank. Such easement shall extend the right of use to all Members as well as their family unit and guests but shall not entitle them to the use of any docks, boats or other personal property of the Owner.

q. Discharging of firearms, anywhere upon the Properties is prohibited.

r. The foregoing stipulations, restrictions and conditions are imposed for the benefit of each and every Lot, and shall constitute covenants running with the land; the Owners, the Association and its Members, their successor and assigns, may prosecute proceedings at law or in equity to prevent or remedy the violation of such restrictions and covenants, and secure redress for damages suffered on account of such violation.

#### ARTICLE IV

##### Membership and Voting Rights In the Association

Section 1. Membership. Every person who is an Owner as defined in Article I, Section 1(e), shall be a member of the Association, provided that any such owner who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. Each member of the Association shall be entitled to one vote for each Lot in which he hold the interests required for membership by Section 1. In the case of multiple owners of one lot, all such multiple owners shall be members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Lot.

#### ARTICLE V

##### Property Rights In the Common Properties

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than October 1, 1990.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the rights of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast 20% of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

## ARTICLE VI

### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by execution of a contract for deed or by acceptance of a deed therefor, whether or not it shall be so expressed in any such contract or deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the owners of The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment for a single ownership shall be \$72 payable monthly on a pro rata basis. The annual assessment for multiple ownerships shall be as follows:

1. \$72 payable monthly on a pro rata basis for each family unit where multiple ownership is by more than one family unit,

2. \$72 payable monthly on a pro rata basis for each individual where multiple ownership is by more than one individual, and

3. \$72 payable monthly on a pro rata basis for each individual or family unit where the multiple ownership is by a business or non-profit entity and the individual or family unit is authorized by that business or non-profit entity to use the facilities at Linn Valley Lakes.

From and after April 1, 1982, the annual assessment for both single and multiple ownerships may be increased or decreased by the Board of Directors of the Association for each succeeding year by an amount equal to the increase or decrease in the Consumer Price Index as calculated by the United States Government. From and after April 1, 1982, the annual assessment may be increased by a vote of the members as hereinafter provided, for each succeeding year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the year therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such year provided that any such change shall have the assent of a majority of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article 11, Section 2 hereof.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast twenty percent (20%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. The first annual assessment shall be made for the balance of the calendar year on a pro rata basis and shall become due and payable monthly 30 days following the date of sale. All subsequent annual assessment payments are to be made on a monthly pro rata basis pursuant to Article VI, Section 3.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member.

A written notice of the assessment shall thereupon be sent to every member subject thereto prior to April 1, 1980, and the same date each year thereafter.

The Association shall upon demand at any time furnish to any Member a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Member, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Member to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six per cent per annum, and the Association may bring an action at law against the Member personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) the Developer is exempted for any and all lots to which the Developer holds of record a fee or undivided fee interest, whether presently owned by the Developer or acquired, subsequent to the recording of this Declaration; (c) all Common Properties as defined in Article I, Section 1 hereof; (d) all properties exempted from taxation by the laws of the State of Kansas, upon the terms and to the extent of such legal exemption.

## ARTICLE VII

### Architectural Control Committee

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Developer and the Board of Directors of the Association, or by the Developer and any architectural committee composed of three (3) or more representatives appointed by the



Board. In the event the Developer and the board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VIII

### Exterior Maintenance

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may at the request of the Owner or Member provide exterior maintenance upon each Lot which is subject to assessment under Article IV hereof, as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article VI hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner or Member and shall become due and payable in all respects as provided in Article VI hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article VI hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner or Member as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner to enter upon any Lot at reasonable hours on any day.

## ARTICLE IX

### General Provisions

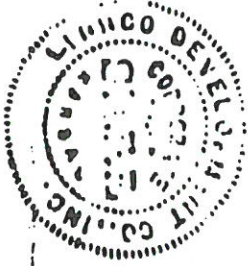
Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association and its Members, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 10 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association and its Members, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. 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.

LINN VALLEY LAKES



By James Butler  
President  
LINNCO DEVELOPMENT CO., INC.,  
General Managing Partner of Linn  
Valley Lakes, a Kansas Limited  
Partnership

ATTEST:

[Signature]  
Secretary

Dated September 18, 1978

RECORDED IN BOOK 26 PAGE 652 OF THIS REGISTER OF DEEDS  
Dorothy J. Stade  
REGISTER OF DEEDS

Original compared with record

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made this 20th day of July, 1984, by LINN VALLEY LAKES, a Kansas Limited Partnership, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described below and desires to bring that real property within the scheme of the Declaration of Covenants and Restrictions dated September 18, 1978 and filed September 21, 1978 in the Office of the Register of Deeds of Linn County, Kansas in Book Ms. 26 at page 652, pursuant to Section 2(a) of said Declaration; and

WHEREAS, due to the different character of the below described property certain complementary additions and modifications to the original Declaration of Covenants and Restrictions are necessary:

NOW, THEREFORE, the Developer declares that the real property described below, is and shall be held, transferred, sold, and conveyed subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth in the Declaration of Covenants and Restrictions dated September 18, 1978, and filed September 21, 1978 in Book Ms. 26 at Page 652 in the Office of the Register of Deeds of Linn County, Kansas.

The real property which is, and shall be held, transferred, sold, and conveyed subject to this Supplementary Declaration is located in Linn County, Kansas, and is more particularly described as follows:

TRACT 12

ALL THAT PART OF THE NORTH 1/2 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST IN LINN COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25 THAT IS NORTH 89°-57'-49" WEST, A DISTANCE OF 55.00 FEET FROM THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE NORTH 89°-57'-49" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25, A DISTANCE OF 2614.98 FEET TO A POINT 20.00 FEET WEST OF THE CENTER OF SAID SECTION 25; THENCE NORTH 0°-04'-33" EAST, ALONG THE EAST LINE OF "LINN VALLEY LAKES NO. 8", A SUBDIVISION, AND ITS SOUTHERLY PROLONGATION AND ALONG THE EAST LINE OF "LINN VALLEY LAKES NO. 7", A SUBDIVISION, A DISTANCE OF 829.90 FEET; THENCE SOUTH 80°-00'-00" EAST, A DISTANCE OF 767.83 FEET; THENCE SOUTH 74°-30'-00" EAST, A DISTANCE OF 806.28 FEET; THENCE SOUTH 63°-00'-00" EAST, A DISTANCE OF 391.14 FEET; THENCE NORTH 84°-30'-04" EAST, A DISTANCE OF 54.73 FEET; THENCE SOUTH 89°-57'-49" EAST, A DISTANCE OF 679.09 FEET; THENCE SOUTH 0°-14'-39" WEST, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 SECTION, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING. CONTAINING 32.14 ACRES, MORE OR LESS.

All of such real property shall be referred to in the original Declaration of Covenants and Restrictions as "existing property", and shall be subject to the following complementary additions and modifications to the original Declaration of Covenants and Restrictions as provided in Article II, Section 2(a).

1. Article I, Section 1, shall be modified to add the following:  
Paragraph (i) shall read as follows: (i) "Undivided interest" shall mean an interest in land held by tenancy in common, subject to a waiver of partition rights, which shall be in all respects treated the same as lot ownership. As to the subject property described above, the term "lot" as defined in the original Declaration of Covenants and Restrictions shall mean and refer to "Undivided Interest" as defined herein.
2. Article III, Section 1, shall be modified as follows:
  - A. Paragraphs (a) through (i) shall be omitted.
  - B. Paragraph (j) shall read as follows: (j) Campground reservations for campers and trailers shall be restricted to fourteen (14) days continuous use on a first come first use basis. Registration shall be required at the developer's or association's office. Vehicles left beyond the fourteen (14) day period, may be towed by the developer or the association to the recreational vehicle storage area without liability to the developer or the association at the owners expense.
  - C. Paragraph (o) shall read as follows: (o) The association and the developer shall have an easement and right-of-way over all of the above described property for the purpose of installation and maintenance of roads and public utilities, including but not limited to, gas, water, electricity, telephone, drainage, and sewage, and any appurtenance to the supply lines of the above, including the right to remove and/or trim trees, shrubs or bushes.
  - D. Paragraph (t) shall read as follows: (t) All sales and transfers of undivided interests shall be subject to a waiver of the owners right to partition the property.

E. Paragraph (u) shall read as follows: (u) No owners of an undivided interest shall bring any action at law or equity to partition the property.

3. Article V, Section 2, shall be modified as follows:

Title to Common Properties. The Developer may retain the legal title to the common properties located within the above-described tract of land until such time as it has completed improvements thereon, and until such time as, in the opinion of the developer, the association is able to maintain the same, but notwithstanding any provision herein, the developer hereby covenants, for itself, its heirs and assigns, that it shall convey the common properties to the association, free and clear of all liens and encumbrances, not later than October 1, 1995.

LINN VALLEY LAKES

By: Homer C. Bittker  
President  
LINNCO DEVELOPMENT CO., INC.  
General Managing Partner of  
Linn Valley Lakes, a Kansas  
Limited Partnership



Attest:  
Michael H. [Signature]  
Secretary

ACKNOWLEDGEMENT

STATE OF KANSAS }  
COUNTY OF JOHNSON } ss:

Be it remembered, that on this 20th day of July, 1984, before me, the undersigned, a notary public in and for the county and state aforesaid, came Homer C. Bittker, president of Linnco Development Co., Inc., a corporation, who is personally known to me to be such officer, and who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.



Pam Smith  
Notary Public

ADDENDUM AND AMENDMENT TO THE DECLARATION  
OF COVENANTS AND RESTRICTIONS OF LINN VALLEY LAKES

WHEREAS, the property herein concerned is subject to a certain Declaration of Covenants and Restrictions dated September 18, 1978, and recorded in the office of the Register of Deeds, of Linn County, Kansas, on September 21, 1978, at 8:42 a.m., in Book 26 of Miscellaneous, at Page 652; and

WHEREAS, said Declaration of Covenants and Restrictions under Article VI thereof provides for a covenant for maintenance assessments, and more particularly in Section 3 of said Article VI sets forth a basis and maximum of annual assessments; and

WHEREAS, provisions are made for the amendment or change in said basis and maximum of annual assessments and are set forth in Section 5 et seq. of Article VI of said Declaration of Covenants and Restrictions; and

WHEREAS, pursuant to the required notice a meeting of the members of the Association was called for on September 13, 1987, but the quorum required by Section 6, Article VI of the Declaration of Covenants and Restrictions failed to be present; and

WHEREAS, a subsequent meeting of members was held on November 7, 1987, for the purpose of considering such a change in the basis and maximum of annual assessments; and

WHEREAS, all proper notice requirements set forth in Article VI were met and the required quorum set forth in Section 6 of Article VI was present to consider said change; and


WHEREAS, a majority of the members of the Association present in person or by proxy voted in favor of a resolution changing the basis and maximum of annual assessments.

KNOW ALL MEN BY THESE PRESENTS that Article VI, Section 3, Paragraphs 1, 2 and 3 of the Declaration of Covenants and Restrictions shall be and are hereby amended to read as follows:

1. \$138 payable monthly on a pro rata basis for each family unit where multiple ownership is by more than one family unit.
2. \$138 payable monthly on a pro rata basis for each individual where multiple ownership is by more than one individual, and
3. \$138 payable monthly on a pro rata basis for each individual or family unit where the multiple ownership is by a business or non-profit entity and the individual or family unit is authorized by that business or non-profit entity to use the facilities at Linn Valley Lakes.

DATED February 6, 1988

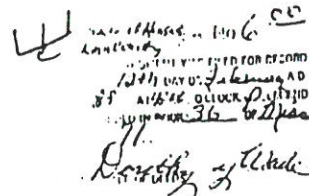
LINN VALLEY LAKES  
PROPERTY OWNERS ASSOCIATION

  
By: GLEN BRANSON, President  
Board of Directors

(SEAL)

ATTEST:

  
BEN KIRK, Secretary


  
Handwritten notes and signatures, including a date of 1986 and a signature that appears to be "Dorothy J. ...".

Signed Computer with reco

STATE OF KANSAS )  
 ) ss:  
COUNTY OF LINN )

BE IT REMEMBERED, that on this 6<sup>th</sup> day of February, 1988, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Glen Branson, the duly elected and acting President of Linn Valley Lakes Property Owners Association, and Ben Kirk, the duly elected and acting Secretary of Linn Valley Lakes Property Owners Association, a corporation duly organized, incorporated and existing under and by virtue of the laws of the state 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 the same to be the act and deed of said corporation.

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

  
NOTARY PUBLIC



My Appointment Expires: \_\_\_\_\_

1/0 ON THE 20th day of July 1984  
in the presence of me, the undersigned  
Book 238  
Dorothy J. Hede  
Register of Deeds

Final compared with record

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made this 20th day of July, 1984, by LINN VALLEY LAKES, a Kansas Limited Partnership, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described below and desires to bring that real property within the scheme of the Declaration of Covenants and Restrictions dated September 18, 1978 and filed September 21, 1978 in the Office of the Register of Deeds of Linn County, Kansas in Book Ms. 26 at page 652, pursuant to Section 2(a) of said Declaration:

NOW, THEREFORE, the Developer declares that the real property described below, is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, chargus and liens (sometimes referred to as "covenants and restrictions") set forth in the Declaration of Covenants and Restrictions dated September 18, 1978, and filed September 21, 1978 in Book Ms. 26 at Page 652 in the Office of the Register of Deeds of Linn County, Kansas.

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is located in Linn County, Kansas, and is more particularly described as follows:

TRACT 11

"LINN VALLEY LAKES NO. 10", A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LINN COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25 THAT IS NORTH 89°-57'-49" WEST, A DISTANCE OF 55.00 FEET FROM THE SOUTHEAST CORNER OF SAID 1/4 SECTION THENCE NORTH 89°-57'-49" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25, A DISTANCE OF 2614.98 FEET TO A POINT 20.00 FEET WEST OF THE CENTER OF SAID SECTION 25; THENCE NORTH 0°-04'-33" EAST, ALONG THE EAST LINE OF "LINN VALLEY LAKES NO. 8", A SUBDIVISION, AND ITS SOUTHERLY PROLONGATION AND ALONG THE EAST LINE OF "LINN VALLEY LAKES NO. 7", A SUBDIVISION, A DISTANCE OF 2019.13 FEET TO THE NORTHEAST CORNER OF LOT 3416, "LINN VALLEY LAKES NO. 7", SAID CORNER ALSO BEING ON THE SOUTH LINE OF SOUTH LINN VALLEY DRIVE; THENCE SOUTH 89°-54'-27" EAST, ALONG THE SOUTH LINE OF SOUTH LINN VALLEY DRIVE, A DISTANCE OF 1050.00 FEET TO THE EAST LINE "LINN VALLEY LAKES NO. 6", A SUBDIVISION; THENCE NORTH 0°-04'-33" EAST ALONG THE LAST SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 2618, "LINN VALLEY LAKES NO. 6"; THENCE SOUTH 89°-54'-27" EAST, A DISTANCE OF 598.48 FEET; THENCE SOUTH 42°-04'-54" EAST, A DISTANCE OF 94.44 FEET; THENCE SOUTH 89°-54'-29" EAST, A DISTANCE OF 908.97 FEET TO A POINT ON A LINE THAT IS 55 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 0°-14'-39" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1996.60 FEET TO THE POINT OF BEGINNING. CONTAINING 121.56 ACRES, MORE OR LESS AND COMPRISING EXCEPT THE



TRACT 12

ALL THAT PART OF THE NORTH 1/2 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST IN LINN COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25 THAT IS NORTH 89°-57'-49" WEST, A DISTANCE OF 55.00 FEET FROM THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE NORTH 89°-57'-49" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25, A DISTANCE OF 2614.98 FEET TO A POINT 20.00 FEET WEST OF THE CENTER OF SAID SECTION 25; THENCE NORTH 0°-04'-33" EAST, ALONG THE EAST LINE OF "LINN VALLEY LAKES NO. 8", A SUBDIVISION, AND ITS SOUTHERLY PROLONGATION AND ALONG THE EAST LINE OF "LINN VALLEY LAKES NO. 7", A SUBDIVISION, A DISTANCE OF 829.90 FEET; THENCE SOUTH 80°-00'-00" EAST, A DISTANCE OF 767.83 FEET; THENCE SOUTH 74°-30'-00" EAST, A DISTANCE OF 806.28 FEET; THENCE SOUTH 63°-00'-00" EAST, A DISTANCE OF 391.14 FEET; THENCE NORTH 84°-30'-04" EAST, A DISTANCE OF 54.73 FEET; THENCE SOUTH 89°-57'-49" EAST, A DISTANCE OF 679.09 FEET; THENCE SOUTH 0°-14'-39" WEST, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 SECTION, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING. CONTAINING 32.14 ACRES, MORE OR LESS.

All of such real property shall be referred to in the original Declaration of Covenants and Restrictions as "existing property."



LINN VALLEY LAKES

By: James C. Bettner  
President  
LINNCO DEVELOPMENT CO., INC.  
General Managing Partner of  
Linn Valley Lakes, a Kansas  
Limited Partnership

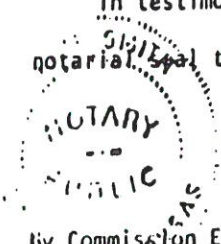
Attest:  
Michael D. McCallum  
Secretary

ACKNOWLEDGEMENT

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF JOHNSON    )

Be it remembered, that on this 20th day of July, 1984,  
before me, the undersigned, a notary public in and for the county and state  
aforesaid, came Homer C. Dittiker, president of Linco Development Co.,  
Inc., a corporation, who is personally known to me to be such officer, and  
who is personally known to me to be the person who executed as such officer  
the within instrument of writing on behalf of such corporation, and such  
person duly acknowledged the execution of the same to be the act and deed  
of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my  
notarial seal the day and year last above written.



Pam Smith  
Notary Public  
Pam Smith

My Commission Expires:

October 7, 1984

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made this 24th day of September, 1990, by LINN VALLEY LAKES, a Kansas Limited Partnership (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described below and desires to bring that real property within the scheme of the Declaration of Covenants and Restrictions dated September 18, 1978, and filed September 21, 1978, in the Office of the Register of Deeds of Linn County, Kansas in Book Miscellaneous 26, at Page 652, pursuant to Section 2(a) of said Declaration, and as such Declaration was amended by the "Addendum and Amendment to the Declaration of Covenants and Restrictions of Linn Valley Lakes", dated January 9, 1988, and filed May 24, 1988, in the office of the Register of Deeds of Linn County, Kansas, in Book Miscellaneous 36, at Page 364:

NOW THEREFORE, the Developer declares that the real property described below, is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth in the Declaration of Covenants and Restrictions dated September 18, 1978, and filed September 21, 1978 in Book Miscellaneous 26 at Page 652 in the Office of the Register of Deeds of Linn County, Kansas, and by the "Addendum and Amendment to the Declaration of Covenants and Restrictions of Linn Valley Lakes", dated January 9, 1988, and filed May 24, 1988, in the office of the Register of Deeds of Linn County, Kansas, in Book Miscellaneous 36, at Page 364:

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is located in Linn County, Kansas, and is more particularly described as follows:

STATE OF KANSAS } ss No. 1000  
LINN COUNTY  
THIS INSTRUMENT WAS FILED FOR RECORD  
ON THE 24th DAY OF SEP, A.D.  
19 90 AT LINN COUNTY, KANSAS AND  
RECORDED IN BOOK 36 OF 36  
PAGE 364  
Dorothy A. Stede

RECORDED IN BOOK 36 OF 36 PAGE 364

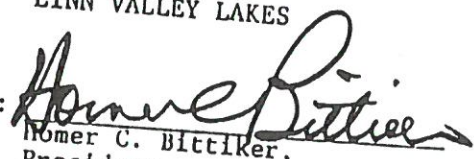
The South Half of the Southwest Quarter; The Northeast Quarter of the Southwest Quarter; and the North half of the Southeast Quarter, all in Section 25, Township 19, Range 24, containing 200 acres, more or less, EXCEPT:

All that part of the Southwest 1/4 and all that part of the Northwest 1/4 of Section 25, Township 19, Range 24, in Linn County, Kansas, described as follows: Beginning at the Southwest corner of Lot 3707 "Linn Valley Lakes 8th Plat", a subdivision in said Linn County; thence South 89°57'49" East, along the south line of Lots 3707 through 3725, in said subdivision, a distance of 1027.68 feet to the southeast corner of said Lot 3725; thence South 15°-00'00" West, a distance of 410.00 feet; thence South 75°-00'00" West, 237.13 feet; thence North 30°-00'-00" West, a distance of 85.48 feet; thence South 60°-00'-00" West, a distance of 300.00 feet; thence South 0°-00'-00" West, a distance of 400.00 feet; thence South 60°-00'-00" West, a distance of 310.00 feet; thence North 80°-00'-00" West, a distance of 125.00 feet, to the Southeast corner of Lot 3442 in said subdivision; thence North 0°-05'-09" East, along the east line of said subdivision, a distance of 1067.33 feet to the point of beginning. Containing 659,323 square feet or 15.136 acres, more or less.

And except that part deeded for highway purposes.

All of such real property shall be referred to in the original Declaration of Covenants and Restrictions as "existing property."

LINN VALLEY LAKES

By:   
Homer C. Bittiker,  
President  
LINNCO DEVELOPMENT CO., INC.  
General Managing Partner of  
Linn Valley Lakes, a Kansas  
Limited Partnership

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION, made this 25th day of February, 1981, by LINN VALLEY LAKES, a Kansas Limited Partnership (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described below and desires to bring that real property within the scheme of the Declaration of Covenants and Restrictions dated September 18, 1978 and filed September 21, 1978 in the Office of the Register of Deeds of Linn County, Kansas in Book Ms. 26 at page 652, pursuant to Section Two (2) (a) of said Declaration:

NOW, THEREFORE, the Developer declares that the real property described below, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth in the Declaration of Covenants and Restrictions dated September 18, 1978, and filed September 21, 1978 in Book Ms. 26 at Page 652 in the Office of the Register of Deeds of Linn County, Kansas.

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is located in Linn County, Kansas, and is more particularly described as follows:

Tract No. 7  
The North 655.53 feet of the East 100 feet of the Northwest Quarter (NW 1/4) of Section Twenty-five (25), Township Nineteen (19) South, Range Twenty-four (24) East, Containing 15 acres, more or less.

Tract No. 8  
The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-six (26), Township Nineteen (19) South, Range Twenty-four (24) East of the Sixth Principal Meridian.

All of such real property shall be referred to in the original Declaration of Covenants and Restrictions as "existing property."

LINN VALLEY LAKES

By: Gene Pittman

President  
LINNCO DEVELOPMENT CO., INC.  
General Managing Partner of  
Linn Valley Lakes, a Kansas  
Limited Partnership

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ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) ss:  
COUNTY OF JOHNSON )

BE IT REMEMBERED, That on this 24th day of  
September, 1990, before me, the undersigned, a Notary Public,  
in and for the County and State aforesaid, came Homer C.  
Bittker, president of Linco Development Co., Inc., a  
corporation, who is personally known to me to be the same  
officer who executed the within instrument of writing on  
behalf of such corporation, and such person duly  
acknowledged the execution of the same to be the act and  
deed of said corporation.

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

  
\_\_\_\_\_  
Notary Public

My Appointment Expires:

October 7, 1992  
PAM YOUNG  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appl. Expires 10-7-92