

**AMENDED COVENANTS OF RESTRICTION  
FOR  
UNIVERSITY PARK IMPROVEMENT DISTRICT  
RILEY COUNTY, KANSAS**

The following are Amended Covenants of Restrictions for University Park Improvement District, made by the Board of Directors of said Improvement District, a Public Corporation. The last amended Covenants of Restriction were filed with the Riley County Register of Deeds on November 30, 1995 in Book 686 at page 93. These amended covenants shall supercede all previously filed covenants for University Park Improvement District. The following was approved by a resolution dated June 12, 2001 by the University Park Improvement District Board of Directors (hereinafter referred to as "the Board" or "Board").

The University Park Improvement District hereby affirms that University Park Improvement District consists of all the land legally described below:

NW1/4 NE1/4, S1/2 N1/2, and N1/2 SW1/4 of Section 12, Township 8 South, Range 6 East of the 6<sup>th</sup> P.M., except 1.43 acres condemned for Highway purposes.

Lots 1, 2, 3, and 4 of Section 7, Township 8 South, Range 7 East of the 6<sup>th</sup> P.M., except 4.57 acres in the Northwest corner of Lot 3 and except for 5.49 acres condemned for Highway purposes.

The S1/2 Sw1/4 of Section 12, Township 8 South, Range 6 East of the 6<sup>th</sup> P.M., containing in all 537.08 acres, more or less, according to U.S. Government survey thereof, all in Riley County Kansas.

Except the following described real estate that was conveyed to the United States of America by Warranty Deed recorded in Book 264, Page 581, in the Office of the Register of Deeds of Riley County, Kansas; Lots 1 and 2, together with all accretions thereto, of Section 7, Township 8 South, Range 7 East of the 6<sup>th</sup> P.M., Riley County, Kansas; also a parcel of land situated in Lots 3 and 4 of said Section 7, Range 7 East and in Lot 2 of Section 12, Range 6 East all in said Township 8 South, more particularly described as follows:

Beginning at the Northeast corner of said Lot 2 of Section 12; thence Westerly along the North line of said Lot to a point 5 chains East of the Northwest corner thereof; thence Southerly parallel to the West line of said Lot 2, a distance of 10 chains; thence Southeasterly to a point 5 chains North of the South line and 10 chains East of the West line of said Lot 2; thence Easterly parallel to the South line of said Lot 2 to the East line thereof; thence Southeasterly to a point on the South line of said Lot 3 of Section 7, said point being 5 chains East of the Southwest corner of

said Lot 3; thence Southerly parallel to the West line of said Lot 4 of Section 7, a distance of 7.50 chains; thence Westerly parallel to the North line of said Lot 4 to the West line thereof; thence Southerly along the West line of said Lot 4 to the Southwest corner thereof; thence Easterly along the South line of said Lot 4 to the Southeast corner thereof; thence Northerly along the East lines of said Lots 3 and 4 of Section 7 to the right bank of the Big Blue River; thence in a Northwesterly direction up stream along said right bank of the Big Blue River approximately 1200 feet to the center of the right-of-way of the public road (State Highway No. 13); thence in a Southwesterly direction along the center of said right-of-way of the public road (State Highway No. 13) to the East line of said Lot 2 of Section 12; thence Northerly along the east line of said Lot 2 to the point of beginning;

Also a tract of land situated in the NE1/4 NE1/4 NW1/4 NE1/4 of said Section 12, more particularly described as follows: Beginning at the Northeast corner of said NE1/4 NE1/4 NW1/4 NE1/4 of Section 12; thence Southerly along the East line of said NE1/4 NE1/4 NW1/4 NE1/4 to the Southeast corner thereof; thence Northwesterly to the Northwest corner of said NE1/4 NE1/4 NW1/4 NE1/4; thence Easterly along the North line of said NE1/4 NE1/4 NW1/4 NE1/4 to the point of beginning;

Also the W1/2 NW1/4 NW1/4 NE1/4 and the NW1/4 SW1/4 NW1/4 NE1/4 of said Section 12, together with all right, title, and interest of the grantors in said deed recorded in Book 264, Page 581, in the Office of the Register of Deeds of Riley County, Kansas, in and to any alleys, streets, ways, strips, or gores abutting or adjoining the land here described, containing in the aggregate 220.53 acres, more or less. Subject to the perpetual flowage easement granted to the United States of America in said Warranty Deed recorded in Book 264, Page 581, in the Office of the Register of Deeds of Riley County, Kansas, across part of the above-described real estate.

A tract of land lying in Section 12, Township 8 South, Range 6 East of the 6<sup>th</sup> P.M., Riley County, Kansas, more particularly described as follows: Beginning at a 1/2 inch iron bar which is the West 1/16 corner of the NW1/4 of said Section 12, thence North 360 feet, more or less, to the center line of Baldwin Creek; thence Northerly and Easterly along the center line of Baldwin Creek to a point of intersection of Baldwin Creek and the North line of said Section 12; thence East 325 feet, more or less, to the Northeast Corner of the NW1/4 NW1/4 NW1/4 NE1/4 of said Section 12; thence South 1°47'43" West 1006.0 feet; thence North 88°10'37" West 335.8 feet; thence South 1°47'33" West 335.4 feet; thence South 89°35'27" West 2694.7 feet to the point of beginning and less 16.3 acres, more or less, lying between and generally South of Baldwin Creek and contour elevation 1096.0 feet above M.S.L. as

determined by U.S.C. and G.S. datum. The above described tract contains 36.5 acres, more or less, all in Riley County, Kansas

University Park, a Subdivision in Riley County, Kansas, as filed in Plat Book C, Page 11, in the Office of the Register of Deeds of Riley County, Kansas.

Addition No. 1 to University Park, in Riley County, Kansas, as filed in Plat Book C, Page 11, in the Office of the Register of Deeds of Riley County, Kansas.

Addition No. 2 to University Park, in Riley County, Kansas, as filed in Plat Book D, Page 20, in the Office of the Register of Deeds of Riley County, Kansas.

Addition No. 3 to University Park, in Riley County, Kansas, as filed in Plat Book D, page 20, in the Office of the Register of Deeds of Riley County, Kansas.

Addition No. 4 to University Park, in Riley County, Kansas, as filed in Plat Book K, page 266, in the Office of the Register of Deeds of Riley County, Kansas

Addition No. 5 to University Park, in Riley County, Kansas, as filed in Plat Book K, page 358, in the Office of the Register of Deeds of Riley County, Kansas

Subject to:

Road Easement and Temporary Easement for Channel Change as recorded in Book 287, Page 384 in the Office of the Register of Deeds of Riley County, Kansas.

Subject to the Grant of Temporary Easement as recorded in Book 414, Page 560, in the Office of the Register of Deeds of Riley County, Kansas.

Subject to Deed of Easement for Public Road, as recorded in Book 414, Page 562, in the Office of the Register of Deeds of Riley County, Kansas.

Subject to Grant of Right of Way and Easement as recorded in Book 334, Page 73, in the Office of the Register of Deeds of Riley County, Kansas.

The above-described land shall be bound by the following restrictions herein contained, to-wit:

The following amended covenants shall be deemed and taken to be covenants running with the land, and shall be binding upon all the lots in said University Park Improvement District until same are changed or eliminated.

### **BUILDING RESTRICTIONS**

1. There shall not, at any time hereafter, be erected upon the above-described real estate any building other than a residential dwelling unit or units and accessory buildings for storage of motor vehicles or for engaging in hobby activities. Said accessory buildings must be located on the lot with or on a lot adjacent to the residential unit for which they are an accessory. Only one principal structure shall ever be constructed on any one lot, although this restriction shall not prevent the construction of a structure on two or more adjoining lots. All structures built as residential units shall be exclusively designed and used as single family dwellings.
2. No structure or major improvements shall be commenced or maintained until (1) approved by the Board of Directors of the University Park Improvement District, (2) compliance with all Riley County ordinances and regulations, (3) necessary permits have been issued by Riley County, (4) compliance with the provisions of these covenants is approved by the Board of Directors of University Park Improvement District.
3. All construction, improvements, alterations, etc., commenced shall be pursued diligently to completion within one year of the starting date. A vacant lot will, in no way, exempt the Lot Owner from minimum utility charges beyond the first year of ownership or maintenance obligations to insure visual quality of the Improvement District from the date of conveyance.

No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage or other out buildings, shall be used on any site at any time as a residence either temporarily or permanently. The Board of Directors of University Park Improvement District may grant in writing a temporary variance during the period of construction to use a temporary structure for the convenience of the building contractor.

4. None of the above-described real estate shall ever be used for business purposes whatsoever. Home occupations may be allowed, but requires approval of the Board of Directors.
5. All structures built within University Park Improvement District shall be newly erected, permanent buildings. This subsection specifically prohibits housing of a type where at any time the title to the residence is a different document than the title to the real estate upon which the residence is located. No trailers, mobile homes or temporary structures shall be allowed or used as a residence. Trailer, for purposes of this article, shall not include boat, car or utility trailers, although none of the above shall be used as a residence. Garages, or buildings designed as garages shall not be used as residences. The intent of this subsection is to limit the building of new structures to what are known in the construction industry parlance as "site built, stick built" homes.

All outbuildings constructed must match or compliment the primary residence in siding, color and design. All outbuildings, including those for which a building permit is not required, must be approved by the Board of Directors of University Park Improvement District prior to construction.

All lots shall be surveyed prior to building thereon.

Variances from the requirements of this subsection may be granted by the Board of Directors of University Park Improvement District upon application to the Board. Said variances may be granted on a case by case basis, and are solely within the discretion of the Board.

6. No livestock or poultry shall be kept upon any lot. The keeping, boarding or breeding of dogs, cats or other pets on a commercial basis shall not be permitted within University Park.

It is recognized that pets are important to families living in University Park. It is also recognized that pets can be a source of unpleasantness between neighbors. Therefore, to promote harmony in the community and protection for persons and pets, the following restrictions are made:

- A. Dogs and cats shall be required to have rabies protection.
- B. Dogs and cats shall not be allowed to run loose.

Outside pens, kennels, or structures for the keeping of pets shall be esthetically compatible with the overall plan for University Park. They should be placed and built such as to be completely screened from the view of adjacent neighbors as much as possible.

Each residence shall be limited to a total of two (2) dogs and four (4) cats.

All plumbing shall be approved by a licensed plumber before walls are covered.

All electrical wiring shall be approved by a licensed electrician.

7. The size of a residential dwelling shall be a minimum of 1,000 square feet. Plans must be submitted to the Board of Directors for approval. Said plans shall include: (1) a site plan indicating property lines, location of proposed structure and/or site improvements, and relationship to ground line, (2) floor plan(s) indicating wall lines, room use, window and door locations, and overall structure dimensions.

The Board of Directors shall provide written approval/rejection of the plans and specifications submitted within 31 days after receipt. Should the Board reject a plan or request for changes and the plans are resubmitted, the Board shall have 31 days upon which to act on the resubmitted plans. Approval or rejection of said plans or specifications shall be made in an open meeting of the Board of Directors of University Park Improvement District.

8. No residential structure shall be of more than two stories (not counting a basement).

The foundation shall not be more than 18 inches above the highest grade line of the lot. Exteriors of all houses must be completed within twelve (12) months after ground breaking.

9. All structures must have a 25 foot set back from any street or roadway.
10. Garbage - All lot owners must make proper arrangements for the disposal of garbage and trash. This applies to the owner living at his residence, or renting to others. Refuse collection is available. Trash cans stored near the street shall be screened from public view. Burning of trash or any other material in an open fire is prohibited.
11. Mowing - Lot owners shall be responsible for mowing grass and weeds to prevent the spread of noxious weeds and prevent fire danger. Lot owners not in compliance will be sent a written notice to mow by the Board of Directors. If not taken care of, the Board will contract for mowing and the fee therefor plus administrative costs will be added into the lot owners real estate taxes.
12. Motor vehicles shall remain on existing roadways. Motor bikes and off-road vehicles shall be restricted to existing roadways.
13. Unlicensed and inoperable or abandoned vehicles shall not remain visible in excess of 14 days (per A-1 Riley County Zoning Regulations) without being placed in a garage or screened on all sides. Violators can be prosecuted by Riley County.  
All lot owners shall provide off-street parking for their vehicles.
14. Where township, county, or state regulations, codes, ordinances, or laws are applicable and more restrictive than these covenants and restrictions, they shall supercede the provisions herein.
15. Nuisance Activities - No noxious or offensive activity shall be carried on within University Park which will constitute a public nuisance. No property shall be used as a dumping ground for refuse, trash, garbage, debris or other waste, with all properties to be maintained in a sanitary condition.
16. Burning - Outdoor burning of any kind shall be prohibited within University Park, except in that location designated by the Improvement District and under their supervision.
17. Firearms - No discharging of firearms shall be allowed within University Park Improvement District.

- 18. Civilian aircraft of any type shall be prohibited within University Park. This subsection does not prohibit emergency aircraft or emergency landings by civilian aircraft.
- 19. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Said legal action shall be to restrain violation or to recover damages. Violators shall be responsible for all administrative fees incurred for enforcement of these covenants. Said fees shall, at the discretion of the Board of Directors, be forwarded to the Riley County Clerk and taxed against the real estate.
- 20. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which remain in full force and effect.
- 21. The above covenants shall be deemed and taken to be covenants running with the land, and shall be binding upon all the lots in said University Park Improvement District until same are changed or eliminated.

IN WITNESS WHEREOF, the said University Park Improvement District, a Kansas Corporation, has hereunto caused these restrictions to be signed on behalf by its President, hereunto duly authorized to do so, and to be attested by its Secretary and caused its common seal to be hereunto affixed, the day and year last written above.


UNIVERSITY PARK IMPROVEMENT DISTRICT,  
a Kansas Corporation



\_\_\_\_\_  
President,  
UNIVERSITY PARK IMPROVEMENT DISTRICT



\_\_\_\_\_  
Secretary,  
UNIVERSITY PARK IMPROVEMENT DISTRICT



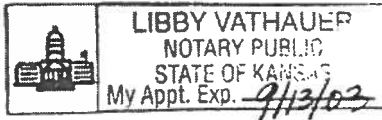
\_\_\_\_\_  
Treasurer,  
UNIVERSITY PARK IMPROVEMENT DISTRICT

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF RILEY     )

BE IT REMEMBERED, that on the 12<sup>th</sup> day of June, 2001, before me, the undersigned, a Notary Public in and for said County and State personally appeared Richard H. Seaton, Jr., President, and Rony Haug, Secretary and Stanley Glaum, Treasurer of the University Park Improvement District, 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 officer, the above instrument of writing on behalf of said Corporation, and such persons duly acknowledge the execution of the same to the act and deed of said corporation.

Libby Vathauer  
Notary Public

My appointment expires: 9/13/03



REST.CA \$20.00  
4:31:16 PM 7/10/01 Receipt No.: 4129  
STATE OF KANSAS RILEY COUNTY  
RECORDED BOOK 798 PAGE 1544  
M. CHARLOTTE SHAWVER, REG. OF DEEDS

Kansas  
M. Charlotte Shawver, Register of Deeds,  
said County and State, do hereby certify that the  
foregoing document hereto attached, is a  
correct copy of the original. Witness my hand  
at this 12 day of July 2001  
M. Charlotte Shawver  
Register of Deeds

8 pages

