

by: *Jacque Roberts*

Date Recorded: 9/23/2024 12:31:13 PM

Biggs Properties, LLC  
20041 Ford Rd.  
Cherryvale, KS 67335



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made this 23 day of September, 2024, Biggs Properties LLC hereinafter after referred to as "Declarant".

**RECITALS:**

A. Declarant is the owner of certain property in Butler County, Kansas, legally described Marriah Ranch as part of the E1/2 SW 4 Section 22-T29S-3E Lots 1-7 as depicted on the survey attached hereto as Exhibit A (The "Subject Property").

B. The Subject Property hereafter shall be held and conveyed subject to the covenants, conditions, and restrictions contained in this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Subject Property shall be held, sold, and conveyed subject to the following restrictions, covenants and conditions which shall run with the Subject Property and be binding on all parties now or hereafter having any right, title, or interest therein.

1. Purpose. The purpose of these restrictions, covenants, and conditions is to enhance, protect and preserve the value, desirability, and attractiveness of the Subject Property subject to the following.

2. Definitions.

a) "Declarant" shall mean Biggs Properties Limited Liability Company, and its successors and assigns; provided any such successors or assigns shall acquire for the purpose of development or sale all or any portion of the remaining unsold Lots, and in the instrument of conveyance to any such successor or assign, such successor or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance. Upon such designation of a successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all

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*[Handwritten marks]*

of the Subject Property, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

b) "Lot" shall mean each platted residential lot located within the Subject Property; provided, that where land has been attached or detached from any Lot, the enlarged or diminished Lot shall be deemed to be a "Lot" and two or more Lots which are combined into a single home site shall be deemed one "Lot" hereunder. "Lots" shall mean more than one (1) Lot.

c) "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to a Lot, excluding Owners who have sold their interest under an executory contract and are no longer occupying their Lot; during the term of such a contract, the purchaser shall be considered the Owner hereunder.

3. Prohibited Uses. The Subject Property may not be used for any of the following:

a) Commercial wind or solar energy production;

b) Oil and gas exploration and development or other commercial subsurface development;

c) Commercial, business, or professional purposes; provided however, as long as it and any traffic does not become a nuisance to the other Lot owners;

d) Dog breeding/kenneling;

e) Auto repair is permitted but shall not accumulate more than 4 vehicles pertaining to that business at any one time;

f) Commercial Communication towers including phone towers, provided, however, towers for broadband internet are allowed.

g) No activity/business which may be or become a nuisance to the neighborhood shall be carried on upon the Property. The Board shall have the authority, from time to time, to adopt, amend and enforce the covenants as they deem adequate with a 2/3 vote.

4. Prohibited Practices. The following practices shall be prohibited on the Subject Property:

a) All debris, unused items, and trash must be properly disposed of and not be allowed to accumulate on Subject Property.

b) No noxious, dangerous or offensive activity shall be permitted on the Subject Property and no nuisance shall be permitted.

c) No clothing or any other household fabric shall be hung in the open in the front of any Lot.

### 5. Construction.

No structures shall be erected, altered, placed or permitted to remain on a Lot subject to this Declaration other than Residences, which meet local or International Building Code (IBC) building codes. No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot. There is a two (2) year requirement as to when construction must commence on a Lot after closing. Thereafter, buyer shall diligently pursue construction until completion, no longer than 365 days after the commencement of construction. If the Lot owner fails to start construction of the primary residence within two (2) years, the Lot owner will be assessed a \$500/day penalty starting the first day after two (2) years from closing. Penalties will be paid to Biggs Properties LLC. At the sole discretion of the Declarant, those buying multiple lots may be exempt.

6. Maintenance. Except as otherwise specifically provided in this Declaration, each Owner (other than Declarant; provided it will cause all Lots owned by it to be periodically mowed in the area of the Lot around the house and shall keep each Lot owned by such Owner, together with all improvements therein or thereon in good order, condition and repair, including, but not limited to, mowing around the home, the pruning and trimming of all trees and shrubbery, removal of diseased or dead trees within a reasonable time, weeding of plant beds, the painting, maintenance, repair and replacement, (including the painting or other appropriate exterior care) of all Structures, buildings and other improvements, roofs, gutters, downspouts, exterior building surfaces and other exterior improvements, any enclosed courtyards, decks, exterior doors, windows, glass walls, chimney flues, and structural items all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood. Painted surfaces must be of neutral colors and appealing. No "uncommon" paint colors, designs, or artwork that would detract from the value of the home or surrounding properties allowed. Each Owner of a Lot shall maintain the grass areas within street right-of-ways adjoining such Owner's Lot, by the regular mowing thereof, to the same condition as such Owner's Lot. Each Owner's obligation hereunder shall commence upon the acquisition of such Owner's Lot. Notwithstanding the above, the Lots contain natural grasses which are to be preserved except in the area around the house. Any heavy equipment to include tractors, lawnmowers, additional vehicles, motor homes, travel trailers, boats, bicycles, motorcycles, etc. need to be stored behind the residence as to not be an eyesore from the road.

### 7. Improvements.

- a) All residences must be single family and owner occupied. Rentals are not permitted except to immediate family members.
- b) All residences and structures must be 50' from the property line or according to local codes.
- c) Residences and structures should be painted, stained or sealed in neutral colors.
- d) Barndominiums are permitted with prior approval and are subject to all building requirements.

- e) 1/3 of the face of the home and any structures must be stone, brick, or like material.
- f) Residences must be the minimum square footage:
  - a. Patio Home - 2,000 square feet
  - b. One-story Home with basement – 1,500 square feet on main level
  - c. Two-story Home with or without basement – 1,200 square feet on main level and 800 square feet on second level
- g) All residences should have at least a two-car garage.
- h) Outbuildings must be post or metal frame or foundation built, and be mounted on foundation and be painted, sealed, stained, bricked/stoned or like material to match the residence. All outbuildings, sheds, barns, or shops shall be no more than sixteen (16) feet tall.
- i) There shall be no rock or gravel yards.
- j) There shall be no underground homes.
- k) No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon any Lot subject to this Declaration.
- l) Dog runs must be placed behind the residence.
- m) All exterior wood surfaces (exclusive of redwood, cedar, or other "decking" materials) on homes must be painted, or stained and sealed in neutral colors.
- n) Bay or bow windows or daylight windows may exceed setbacks by not more than three feet (3'), if allowed by applicable building codes.
- o) No window shall contain any reflective material such as aluminum foil.
- p) A custom mailbox shall be installed by the Owner of each Lot, at his or her cost, to be made from materials which are complimentary to the residence on such Lot.
- q) All utilities and water sprinkler systems within any Lot shall be installed below the surface of the ground. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses used for temporary irrigation purposes.
- r) All septic systems should comply with the Butler County, Kansas Environmental Health Sanitary Code or any other applicable law, rule, or regulation related to human health and safety.
- s) In the event any improvement is damaged by casualty or otherwise, the owner of such improvement shall cause such damage to be repaired within a commercially reasonable time.

t) No construction, landscaping or activities of any kind are allowed that would detract from the beauty of the neighborhood or depreciate property value or property value of the surrounding area.

8. Animals. Birds (chickens, turkeys, guineas, etc), bees, and livestock are permitted for domestic purposes but the numbers must remain appropriated to the acreage. Dogs, cats and all other pets or animals shall be confined at all times to the residence site. No breeding/kenneling of dogs is permitted. No dogs or other animals shall be continually or regularly staked or chained in any front or side yards. All domestic pets must be properly immunized as required by applicable ordinances, codes and laws. No known vicious animals whether by breed or training.

9. View. Subject to any specific provisions in this Declaration to the contrary, no Owner has any right to an unobstructed view beyond the boundaries of the Owner's Lot. No Owner shall be entitled to prevent the construction, installing or location of any structure, planting material or other item on any other part of the Subject Property, which is permitted by this Declaration, because such structure, planting material or other item obstructs any view from such Owner's Lot.

10. Applicable Laws. The Subject Property shall at all times be improved, operated, and maintained in compliance with all applicable laws pertaining to construction, zoning, and all other laws, rules, and regulations of any governmental authority with jurisdiction over the Subject Property.

11. Enforcement. Declarant, Declarant's heirs, representatives, successors, or assigns, along with Owners, Owner's heirs, representatives, successors, or assigns, shall have the right to enforce all restrictions, conditions, and covenants herein by any proceeding at law or in equity. Failure to so enforce any restriction, condition, or covenant shall not be deemed a waiver of the right to do so thereafter. Any judgment obtained by the Declarant or their heirs, representatives, successors, or assigns or by Owners, Owners' representatives, successors, or assigns in enforcing the above restrictions, conditions, or covenants, shall include an award for the expense of reasonable attorneys' fees.

a) At such time that all the Lots have been sold, the owners of the Lots will become the members of the board and can make, modify, and enforce the covenants as they deem appropriate with a 2/3 vote. Each Lot will have one (1) vote.

12. Duration. Unless previously released by Declarant or their heirs, representatives, successors or assigns, this Declaration shall remain in full force and effect for a term of ten (10) years from the date this Declaration is recorded at which time the Declaration will automatically renew for an additional ten (10) years unless all owners of the Subject Property agree not to renew.

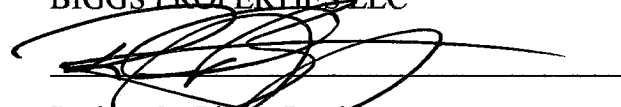
IN WITNESS WHEREOF, the Declarant have executed this Declaration as of the date first above written.

DECLARANT:

IN WITNESS WHEREOF, the Declarant have executed this Declaration as of the date first above written.

DECLARANT:

BIGGS PROPERTIES LLC



Rodney L. Biggs, President


STATE OF KANSAS )

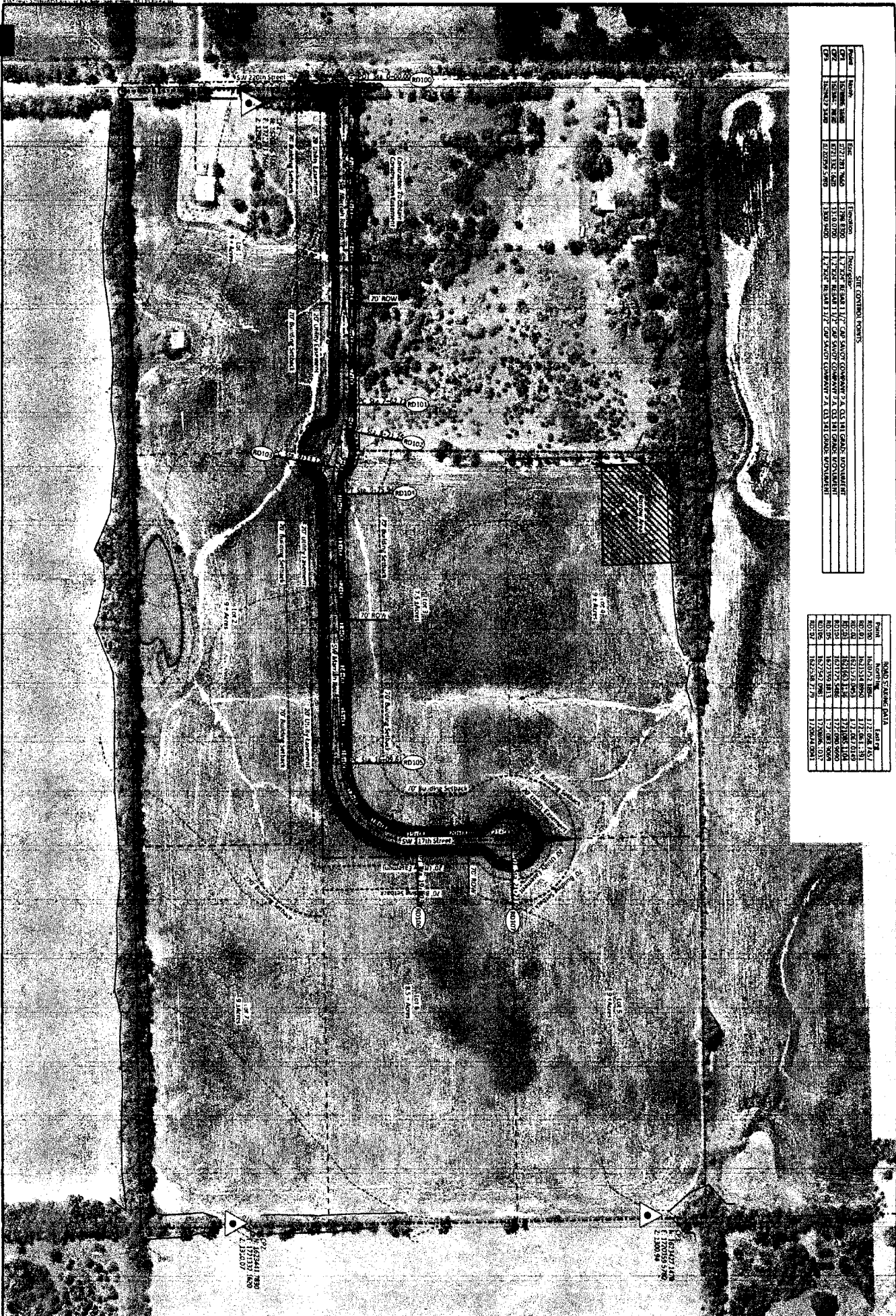
) ss.

COUNTY OF BUTLER )

This instrument was acknowledged before me this 23<sup>rd</sup> day of Sept., 2024, by Rodney L. Biggs, as President of Biggs Properties LLC, on behalf of said corporation.

My Commission Expires: 3/3/26

  
Notary Public



Point	North	East	Distance	Bearing
1	111.00	0.00	111.00	0°00'00"
2	111.00	111.00	155.56	45°00'00"
3	0.00	111.00	111.00	90°00'00"
4	0.00	0.00	155.56	135°00'00"
5	111.00	0.00	111.00	225°00'00"
6	111.00	111.00	155.56	315°00'00"
7	111.00	0.00	111.00	0°00'00"

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6	111.00	111.00	155.56	315°00'00"
7	111.00	0.00	111.00	0°00'00"

Sheet No. <b>C-102</b> Project No. <b>2701</b>	WARRIAH RANCH SUBDIVISION <b>SITE PLAN</b>	Client: <b>BIGGS PROPERTIES, LLC</b> 20041 FORD ROAD		Issue: 0 Date: 12/23/2021 By: RWM	Description: COUNTY REVIEW SET ADDRESSED COUNTY COMMENTS ISSUE FOR CONSTRUCTION REVISED SEEDING QUANTITIES
				Issue: 1 Date: 01/20/2022 By: RWM	



