



**REBECCA SEEMAN**  
**REGISTER OF DEEDS SALINE COUNTY KANSAS**

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**Declaration of Covenants, Conditions and Restrictions for  
CEDAR POINT ADDITION**

This Declaration, made on the date hereinafter set forth by CEDAR RIDGE DEVELOPMENT LLC., a Kansas limited liability company, hereinafter referred to as “Developer.”

WITNESSETH:

WHEREAS, Developer is the Owner of the following real property located in the City of Salina, Saline County, Kansas, and is legally described as follows (collectively, the “Cedar Point Addition”):

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), and Thirteen (13), Block One (1) of the Cedar Point Addition to the City of Salina, Saline County, Kansas; and

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), Block Two (2) of the Cedar Point Addition to the City of Salina, Saline County, Kansas.

NOW THEREFORE, Developer hereby declares that the Lots of Cedar Point Addition to the City of Salina, Saline County, Kansas, except as may hereinafter be set forth, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having the right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE 1**  
**DEFINITIONS**

“Architectural Review Board” (“ARB”) shall mean the review board appointed by the Board of

Directors of Cedar Point Homeowners Association. Until otherwise changed by a vote of Association, the ARB will be the officers of the Developer.

“Association” shall mean and refer to “Homeowners’ Association of Cedar Point,” its successors and assigns.

“Common Area” shall mean all real property, easements, improvements and facilities owned by the Association for the common use and enjoyment of the Owners.

“Declaration” shall mean and refer to this Declaration of Covenants Conditions and Restrictions and any amendments thereto applicable to the Property recorded in the Office of the Register of Deeds of Saline County, Kansas.

“Developer” shall mean and refer to Cedar Ridge Development LLC.

“Dwelling” shall mean and refer to each single-family residence occupied as a dwelling by one or more persons.

“Lot” shall mean and refer to each lot shown on the recorded Cedar Point Addition plat

“Member” shall mean and refer to persons entitled to membership in the Association. Membership shall be appurtenant to an may not be separated from ownership of any Lot which is part of the Property.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of all or any part of any Lot which is a part of the Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

“Owner’s Responsibility” shall refer to each Owner’s obligation to maintain his Lot and all structures, parking areas, and other improvements comprising the Residence in a manner consistent with all applicable standards and covenants unless such maintenance responsibility is otherwise assumed or assigned to the Association by the Declaration, any Supplemental Declaration or any other declaration of covenants applicable to such Lot.

“Property” shall mean and refer to the Cedar Point Addition, as further described in the final plat of the Cedar Point Addition to the City of Salina, Kansas, as filed in the Office of the Register of Deeds of Saline County, Kansas, in Plat Book A17 on Pages 4-5, and as may be added to and amended hereafter.

## **ARTICLE 2** **OWNERS RIGHTS**

1. Owners’ Easements of Enjoyment. Every Member of the Association shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable maintenance assessments and assessments for capital improvements as hereinafter set forth;
- b. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulation;
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to vote three-fourths (3/4) of all the votes of all the votes of the membership agreeing to such dedication or transfer has been approved in writing by such public agency, authority, or utility, and recorded in the office of the Register of Deeds of Saline County, Kansas.

2. Declaration of Use. Any Member of the Association may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to his tenant or contract purchaser who occupies the Lot.

3. Title to Common Area. Title to the Common Area shall be deeded or assigned to the Association.

### **ARTICLE 3** **ASSOCIATION MEMBERSHIP**

1. Purpose. The purpose of the Association shall be to maintain, repair, and replace property located within the Common Area as the Association sees fit, to enact rules to govern the use of the Property that shall apply to the Owners of every Lot, to make assessments, and to other enforce or utilize any rights granted to the Association under this Declaration. The Association also may maintain other property which it does not own, including, without limitation, property dedicated to the public which the Board of Directors determines to be necessary or desirable for the benefit of the Property.

2. Membership in Association. Every Owner of a Lot which is a part of the Property shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. Membership Classes. The Association shall have two classes of voting membership:

- a. Class A. Class A Membership shall be all Owners, except the Developer and Owners who are specifically assigned the rights of Developer of the Property. Class A Members shall be entitled to one vote per each Lot 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 determine, but in no event shall more than one vote be

cast with respect to any Lot.

- b. Class B. Class B Members shall be the Developer and any Owners who are specifically assigned the rights of Developer of the Property. Class B Members shall be entitled to five votes for each Lot owned.
- c. Assigns of Developer. For purposes of these Membership Classes, an Owner shall be deemed to receive the rights of Developer only if Developer, or its successors in interest, specifically assigns Developers' rights as described in this Declaration to another party. A warranty deed, grant of easement, or any other property right transfer shall not be deemed to transfer Developer's rights under this Declaration.

4. Termination of Membership. Class A membership in the Association and the right of representation, including the right to vote at any meeting of the Association Members, shall terminate upon the sale of the Lots owned by said Member. Class B membership shall cease when all the Lots owned by the Developer are sold.

5. Governance. Except where superseded by this Declaration, the Association, shall be governed by the Articles of Incorporation and the Bylaws of the Association and the corporate laws of the State of Kansas.

6. Board of Directors. The affairs of the Association shall be conducted by an uncompensated Board of Directors originally consisting of three (3) directors elected annually; provided, however, upon majority vote, the number may be increased to five (5) members. While the Developer retains more than fifty percent (50%) of the votes of the Association, the Developer has the absolute right to appoint all of the directors of the Association without a formal meeting. Except for directors appointed by the Developer while the Developer retains more than fifty percent (50%) of the votes of the Association, each director shall be a Member of the Association and must be elected by the members of the Association. Elections of director positions shall be done individually and shall not be based on a cumulative vote, meaning if three director positions are up for election, then candidates shall only run for one director position and each of the Members of the Association shall be entitled to vote for each director position individually. The Association and the agents of the Association may act based on a majority vote of the Board of Directors.

7. Association Rules. In order to address specific matters relating to the administration, operation, development of, enjoyment of, and other matters relating to the Property, the Board of Directors of the Association shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate (collectively, the "Association Rules"). The Association Rules may include the establishment of a system of fines and penalties enforceable as special assessments or otherwise. The Association Rules shall not be inconsistent with the terms of this Declaration. The Association Rules may not unreasonably or unlawfully discriminate among Members of the Association. The Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and the Members of the Association and all other persons having any interest in the Association or making any use of the Property. The Association Rules, as adopted, amended, or repealed, shall be available at the principal office of the Association to each Owner, or other person entitled thereto, upon request. To the extent there is any conflict between the Association Rules and any

provisions of this Declaration, the provisions of the Association Rules shall be superseded.

8. Indemnification. To the fullest extent permitted by law, every director and every officer of the Association, and the members of ARB, and the Developer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement thereof to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having served in such capacity on behalf of the Association; provided, however, that prior to agreement to any such indemnification, the Board of Directors of the Association shall determine, in good faith, whether such officer or director of the Association, such member of the ARB, such other person purportedly acting on behalf of the Association, or the Developer committed an intentional tort or acted fraudulently, criminally, or grossly negligent in the performance of his or her duties on behalf of the Association and, if the person did commit an intentional tort or act fraudulently, criminally, or grossly negligent, then the Board of Directors of the Association may decline to indemnify them. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled at law or otherwise. Furthermore, it is understood that Developer may have to pay out of pocket to maintain the Property when the Association may have insufficient funds to pay the expenses to construct the infrastructure and maintain the Property. In such an event, the Association shall indemnify the Developer for any expenses of the Developer in constructing the infrastructure for the Property and maintaining the Property, and the Association hereby waives any defense based on statute of limitations against any claim of the Developer in enforcing this indemnification provision.

#### **ARTICLE 4** **COVENANT FOR MAINTENANCE ASSESSMENTS**

1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot owned within the Property, hereby covenants, and each subsequent Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the continuance of the Association and the operation, improvement and maintenance of the Common Area and other property which the Association does not own, including, without limitation, property dedicated to the public which the Board of Directors determines to be necessary or desirable for the benefit of the Property.

3. Annual Assessment. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot so that the aggregate amount collected shall equal the estimated costs of operating and maintaining the Association, Common Area, and improving the Property as a whole, as such costs shall be determined by the Board of Directors.

4. Special Assessments. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement within the Property that is determined by the Association to serve the community, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of seventy-five percent (75%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for said purpose, or for the purpose of enforcing any Association Rules.

5. Notice and Quorum for any Action. Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast seventy-five percent (75%) of all the votes of the membership shall constitute a quorum. However, this notice requirement shall not apply until Developer is entitled to cast less than 75% of the votes of the Association.

6. Rate of Assessment. Both the annual and special assessments shall be fixed at a uniform rate for all Lots. The uniform rate for each Lot shall be the same rate as charged to each other Lot in the Property (*i.e.*, each Lot shall be charged at the same rate as each other Lot is charged in the Property), provided, however, until all the streets in the Property have been completed, assessments may be disproportionately charged to those Lots located on the completed streets. Furthermore, as described hereafter, Developer shall owe no assessments for any Lots owned by the Developer.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual calendar year assessment. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. Both annual and special assessments shall upon demand and 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.

8. Nonpayment of Assessments: Remedies of the Association. Any assessment not paid on or before the due date shall bear interest from the due date at the rate of 4% over the prime rate in effect as of January 1 of the year that the assessment is assessed, as reported in the "Money Rates" section of the Wall Street Journal, or in the event that said rate is usurious, then at the highest rate then permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

9. Exempt Property. All Lots or properties owned by the Association or the Developer shall be exempt from any and all assessments described in this Declaration. In addition, any Lots or properties owned by any builder designated by Developer as an approved builder for

purposes of building a spec home or model home shall be exempt from any and all assessments described in this Declaration until such time as the Lot has been sold.

**ARTICLE 5**  
**ARCHITECTURAL CONTROL**

1. Architectural Review Board. The Architectural Review Board, hereinafter referred to as "ARB," shall consist of the officers of the Developer, provided, however, at the first annual meeting the Board of Directors of the Association, the Board of Directors may appoint the members of the ARB. A majority of the ARB may designate a representative to act for it. In the event of the death or resignation of any member of the ARB nor its designated representative shall be entitled to any compensation for services rendered under this covenant.

2. Approval of Plans. All structures on the Property shall be of such design and type as to be conducive to the creation of an attractive residential development and harmonious atmosphere. No building, structure, fence, wall, coping or any structure whatsoever (including driveways, sidewalks, decks and patios) shall be erected, placed, remodeled, added to or altered until there shall be submitted to the ARB sufficient building plans (including site plans, topography, finished ground elevation and other specifications) and a sufficient description for each allowed type of improvement for its review and approval or rejection. The ARB may take into consideration the direction that a dwelling may set with regard to Lot lines and may also designate minimum and maximum elevations of any homes and other structures. Approval by the ARB of all fences as to type, height, quality of materials and workmanship shall be required. In no event shall the ARB or any individual member of the ARB be liable to any person for the ARB's action in connection with submitted plans and specifications, unless it shall be shown that the ARB or said member acted with malice or wrongful intent.

3. Procedure. All plans and specifications for proposed improvements to any Lot on the Properties shall be submitted to the ARB by either personal delivery to the resident agent of the Association, or by mailing said plans and specifications by certified mail, return receipt requested, to said resident agent. The ARB's approval or disapproval of said plans and specifications as required by these covenants shall be in writing. In the event the ARB or its designated representative fails to give written approval or disapproval within thirty (30) days after the plans and specifications have been personally delivered to the Association's resident agent or have been received by the Association's resident agent by certified mail, return receipt requested, 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 foregoing covenant shall be deemed to have been full complied with.

**ARTICLE 6**  
**LAND USE AND COVENANTS**

1. Covenants Running with the Land. Use, development and improvement of all Lots shall be subject to the restrictions set forth in this Declaration, and such restrictions shall be considered Covenants Running with the Land.

2. General Purpose. The Property described herein is subject to the covenants and restrictions, conditions, reservations, liens and charges hereby declared (i) to ensure the best use and the most appropriate development for each Lot therein; (ii) to protect the Owners of Lots against such improper use of surrounding Lots and will depreciate the value of the Property; (iii) to preserve so far as practical, the natural beauty of the Property; (iv) to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuited materials; (v) to obtain harmonious color schemes; (vi) to ensure the highest and best development of the Property; (vii) to encourage and secure the erection of attractive homes thereon, with the appropriate locations thereof on the Lots to prevent haphazard and inharmonious improvement of Lots; (viii) to secure and maintain property setbacks from streets and adequate free spaces from structures; and (xi) in general, to provide adequately for a high quality type of improvement in said Property and thereby to enhance the values of investments made by purchasers of the Lots.

3. Land Use. All Lots shall be known and described as residential lots and shall be used only for single family residential purposes. No building shall be erected, altered or placed or permitted to remain on any lot, other than one single family structure or outbuildings approved by the ARB.

4. Temporary Structures. No structure of a temporary character mobile home, trailer, basement, tent, shack, garage or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently, or as a storage facility. Any contractor for the period of construction may use a temporary structure for the convenience of the building contractor. All outbuildings of either a temporary or permanent nature regardless of usage, including dog pens and dog runs, must be screened from view of the neighboring Dwelling (except building contractors as provided above), and will be subject to approval by the ARB.

5. Roofs. All buildings erected on any Lot, including approved outbuildings, shall have at least thirty-year shingle, cedar, slate, tile, or metal roofs. Flat roofs will be permitted on the back side of the Dwelling only with a maximum of twenty-five (25%) of the structure's roof being flat. The ARB may approve a variance for certain types of flat roof construction on the front of home if the ARB deems the architectural style to be acceptable. No earth-berm Dwellings will be permitted.

6. Drain Tile. Some form of drain tile shall be required in or around all basements.

7. Garages. All garages must be attached to the main Dwelling structure and must be fully enclosed. All variances must be approved by the ARB.

8. New Construction. All construction on the Lots shall be new construction. No house, garage or other building shall be moved into any Lot, including houses constructed elsewhere. Manufactured homes or mobile homes are prohibited.



9. Replacements. Any replacement of all or any portion of a structure because of age, casualty loss or other reason, including exterior siding, paint and roof shall be of the same material and color as the original structure. Any deviations from the original material and paint color must be approved in writing by the ARB.

10. Retaining Walls. All retaining walls must be approved by the ARB for location and building material type.

11. Dirt/Rubble. Any dirt or rubble type material that has been imported and dumped on a Lot must be used for construction of the Dwelling or shaped in a manner to allow mowing of the area effected by the dumping.

12. Driveways. No gravel driveways of any kind will be allowed in the Addition.

13. Placement. No homes will face Cedar Ridge Drive. No parking will be allowed on Cedar Ridge Drive.

14. Construction Deadlines. Construction on any Lot shall commence within two (2) years of the date of delivery of a deed from Developer. If construction is not commenced within two (2) years Developer shall have the option, at its discretion, to repurchase the Lot at its original sale price. The Lot Owner shall not be reimbursed for interest, property taxes, special assessments, association dues or any other costs associated with the Lot except the original purchase price. After plans and site plans have been approved by the ARB for an additional three (3) months if said extension is made necessary by reason of inclement weather, inability to obtain material, the Dwelling being too large to complete in nine (9) months, strikes, or act of God.

15. Dwelling Size. Dwellings constructed upon the Property shall be subject to the following size conditions:

- a. The finished floor area of a true one-story ranch-style Dwelling (i.e. all finished living space is contained on one level) shall contain floor area of fully enclosed building of not less than 1,600 square feet of finished living space.
- b. The finished floor area of a Dwelling in which there is an elevation change greater than three (3) feet on one level (i.e. split level, one and one-half story, two story) shall contain a floor area of fully enclosed building of not less than 1,800 square feet of finished living space.
- c. Dwellings containing more than two (2) levels of finished living space above the front grade elevation will be subject to approval by the ARB.

In Computing such minimum areas, the area of basements, walk-out basements, open porches, screened- in porches and garages shall not be considered.

16. Utility Lines. All newly installed electrical, telephone, and cable television lines

shall be underground. No newly installed overhead wiring of any nature shall be allowed.

17. Antennas. Any antenna associated with transmitting or receiving (i.e. television, radio, satellite) will be permitted in rear areas only and must be screened from view from adjacent Lots. No such free-standing structure exceeding twelve (12) feet in height will be permitted. These restrictions apply to satellite dishes.

18. Solar Collectors. Solar collectors are permitted at the discretion of the ARB.

19. Building Location. No building shall be located on any Lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line or ten (10) feet on any interior side property lot line. The ARB may change building location when unusual circumstances prevail.

20. Fences. No fence, wall (other than a retaining wall) or similar type barrier of any kind shall be constructed, erected or maintained on any Lot for any purpose whatsoever except those fences or walls as may be approved by the ARB. Plans for fencing shall be submitted with the site or landscape plans, and shall include types and colors of materials, height, and locations of gates. Barbed wire fences, plastic or vinyl fencing, and chain link fencing of any type shall not be allowed. Fences that are approved must place the best side of the fence towards the street and/ or adjacent lots. All corner lots will have two (2) fronts to consider for location of fences.

21. Signs. No signs, billboards, or other advertising structure of any kind shall be erected, constructed or maintained on any individual Lot for any purpose whatsoever, except for identification of residence or for the purpose of identifying the individual property for sale. When a Dwelling is being built or remodeled the contractor will be allowed to put up a sign to identify the contractor. Temporary entrance signs will be allowed at the entrances of the Addition to identify the development and the Developer. Permanent entrance signs may be installed by the Developer and in which event the Association shall be responsible for the maintenance of such signs.

22. Animals, Livestock and Poultry. No animals, livestock, pot belly pigs, or poultry of any kind shall be raised, bred or kept on any Lot or Dwelling, except dogs, cats, or other house pets as may be approved by the ARB. There shall be no more than three (3) cats and dogs permanently kept in a Dwelling, excluding litters of puppies or kittens that may be kept at the Dwelling until such time as they are old enough to be removed from their mother to be sold or given away. All dog pens and dog runs must be approved by the ARB.

23. Nuisances. No noxious or offensive activity shall be carried on upon any Lot or in any Dwelling, either as a hobby or a business, nor shall anything be done thereon which shall be illegal nor may any activity be carried on which causes an annoyance or nuisance to the neighborhood. The Lot Owners shall keep all weeds and grass mowed in compliance with the City of Salina Code provisions. In the event the same are not kept in compliance with said Code, the Developer may mow the same and assess the charge back to the Lot Owner.

24. Parking. On street parking may not exceed forty-eight (48) hours. Parking or storage of motor boats, houseboats or other similar water born vehicles, recreational vehicles and equipment including campers, trailers, trucks, and race cars will be permitted only in an attached,

enclosed garage with the exception that recreational vehicles or boats may be stored on a temporary basis for not more than twenty-four (24) hours on the street or driveway.

25. Automobiles. No inoperative automobile or automobiles without a valid license shall be placed upon any Lot for more than forty-eight hours unless stored or parked in a garage.

26. Commercial Vehicles. No commercial type vehicles, trucks, or trailers shall be stored or parked on any Lot except in an enclosed garage, nor parked on any residential street except while engaged in transportation to or from a Dwelling. For the purpose of this covenant, a one ton or smaller vehicle, commonly known as a pickup truck and which is used for commercial purposes, shall not be deemed to a commercial vehicle or truck.

27. Easements. Developer reserves the right to grant easements along all lot lines for installation and maintenance of utilities for Lots in the Property, regardless of whether or not the Owner is someone other than Developer. Any fencing, shrubbery, trees or plantings placed within said easements will be at the Owner's risk, and Owner shall have no right to seek damages against Developer, the Association, or any owners, members, agents, or representatives of the Association or the Developer. Other than fencing, no buildings or permanent structures of any kind shall be built over or across said easements.

28. Landscaping. Vegetable gardens will not be permitted in the front or side yard areas. No Bermuda or buffalo variety grasses will be allowed on any Lot. All lot Owners shall be required to provide a landscape plan that shows proposed trees, shrubs, and lawn area upon or before occupancy of their Dwelling. Such plan must be presented to the ARB for approval before the landscape work begins. All landscaping shall be done in a timely manner; it being understood that weather conditions may affect the time for completion of the landscaping.

29. Water Wells. Because of the concern that underground water may be brackish and unfit for domestic use, water wells are prohibited unless specifically approved by the ARB after appropriate tests have been performed necessary to establish the quality of the water and its appropriate use.

30. Basketball equipment, clotheslines, garbage containers, tanks, etc. No clotheslines or above ground storage tanks shall be placed, kept or stored outside the Dwelling on any Lot. Garbage containers may temporarily be placed outside the Dwelling on the day scheduled for garbage pickup while awaiting pick up, but shall be promptly removed following garbage pick-up. Garbage containers and other similar items when stored by the Dwellings and permitted on the Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be stored in appropriate containers and shall be regularly removed from the Property and shall not be allowed to accumulate thereon. No basketball hoops or backboards shall be attached to any structure on a Dwelling other than a free-standing pole beside any driveway of the Dwelling on the Lot.

31. Pools. No above-ground pools shall be erected, constructed or installed on any Lot.

**ARTICLE 7**  
**EASEMENTS**

1. Plat Dedication. Easements or licenses to the public to locate, construct and maintain or authorize location, construction and maintenance of conduit, water, gas and sewer lines or required drainage channels or structures upon the Lots have been dedicated by the Developer on the Final Plat of Cedar Point Addition, recorded in Plat Book A17 at pages 4-5 of the Register of Deeds of Saline County, Kansas. Within these easements or licenses, damage or interfere with the installation and maintenance of said public utilities, sewer lines, television lines, gas lines, water lines, and drainage facilities, or which may change the direction of flow of drainage channels on the easements, or which may obstruct or retard the flow of water through drainage channels on the easements. The easement or license area of each Lot and all improvements in it shall be maintained continuously by the Owner of said Lot, except for those improvements for which a public authority or utility is responsible.

2. Blanket Utility Easement. There is hereby created a blanket easement upon, across, over and under all utility lines as now installed on the Property, be it upon, across over or under a Lot or the Common Area on the Properties; said easement shall include the privilege of repairing and maintaining all such utility and service lines and systems, including but not limited to water, sewer, gas, telephone, electricity, television cable, or communication lines and systems. By virtue of this blanket easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on either a Lot or on the Common Area of the Property. Notwithstanding anything to the contrary contained in this paragraph, no sewer may be installed or relocated anywhere on the premises except as initially installed or as subsequently approved by the Architectural Review Board. In the event there are two or more Owners of Lots who jointly use a common water, sewer or utility line, then each Owner thereof shall have a reciprocal easement for the purpose of installing repairing, and maintaining the common utility line. As discussed further in paragraph 27 of Article 6, Developer shall have the right to grant any additional easements for utility installation across any Lots in the Property, regardless of whether the Lots are then owned by the Developer or someone else.

**ARTICLE 8**  
**GENERAL PROVISIONS**

1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and easements, now or hereafter imposed by the provisions of this Declaration.

2. Amendment. The covenants, restrictions and easements of this Declaration shall run with and bind the land for a period of twenty (20) years from date of recording in the Office of the Register of Deeds, and, unless earlier amended as hereinafter provided. Thereafter, the conditions, covenants, restrictions and easements of this Declaration shall be deemed to have been automatically renewed for successive terms of ten (10) years, this Declaration may be amended, and such amendment shall be effective only if the same is executed by Members entitled to vote not less than seventy-five percent (75%) of all of the votes of the membership. Additionally, any such amendment shall not become effective until the same is recorded in the Office of the Register of Deeds of Saline County, Kansas.

3. Equal Treatment of Owners. These restrictions shall be applied to all Owners without discrimination.

4. Invalidity. Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability, or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

5. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration nor the intent of any provision hereof.

[Signatures to Follow on Next Page]

IN WITNESS WHEREOF, the undersigned Developer, owner of all of the lots and blocks in the Property, has caused this Declaration of Covenants, Conditions and Restrictions to be executed this 7th day of July, 2023.

**“DEVELOPER”**

CEDAR RIDGE DEVELOPMENT LLC,  
a Kansas limited liability company,

By: *Kevin Cool*  
Kevin Cool, Member

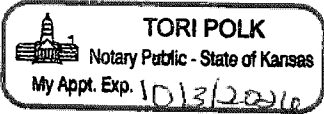
By: *Stephanie Cool*  
Stephanie Cool, Member

**ACKNOWLEDGEMENT**

STATE OF KANSAS            )  
  )  
  )        ss:  
COUNTY OF SALINE        )

BE IT REMEMBERED, that on this 7<sup>th</sup> day of July, 2023, before me the undersigned, a notary public in and of the county and state aforesaid, came Kevin Cool and Stephanie Cool, members of Cedar Ridge Development LLC, a Kansas limited liability company, with its principal place of business located at Salina, Kansas, who are personally known to me to be such members and who are personally known to me to be the same persons who executed the above instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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



*Tori Polk*  
Notary Public  
Printed Name: Tori Polk

My Appointment Expires: 10/3/2026