



Riley County Scanning Label



Debra J. Register
Register of Deeds
Riley County, Kansas
Book: 864 Page: 6581
Receipt #: 195924 Total Fees: \$52.00
Pages Recorded: 6
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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and entered into as of this 11th day of November, 2015, by Grand Mere Development, Inc., a Kansas corporation (hereinafter, "Grand Mere").

WITNESSETH:

WHEREAS, Grand Mere is the record owner of certain real property situated in Riley County, Kansas and legally described as follows:

See Exhibit "A"

WHEREAS, Grand Mere desires to submit and subject the above-described real property (hereinafter, the "Real Property"), and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto, to the covenants and restrictions contained herein; and

WHEREAS, Grand Mere deems it desirable to establish such covenants and restrictions upon the Real Property and each and every portion thereof with respect to the proper use and enjoyment thereof, all for the purpose of enhancing and protecting the attractiveness of the Real Property and for the general aesthetic benefit of the certain commercial and residential real estate development in Riley County, Kansas colloquially referred to as "Grand Mere;" and

WHEREAS, Grand Mere desires and intends that the owners, mortgagees, mortgagors, occupants, and all other persons hereafter acquiring any interest in the Real Property shall at all times enjoy the benefits of, and shall hold their interest subject to, the covenants and restrictions herein set forth, all of which are declared to be in furtherance of a plan to protect the Real Property from future development of any kind, regardless of the type of such development.

NOW THEREFORE, Grand Mere, for the purposes above set forth, declares that the Real Property shall hereafter be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants and restrictions hereinafter set forth, all of which shall run with the Real Property and be binding upon the Real Property and all parties having or acquiring any right, title, or interest in or to the Real Property, or any part thereof, and shall inure to the benefit of and be a burden upon each owner of the Real Property.

1. Covenants and Restrictions. The Real Property is not to be developed for any commercial or residential purpose, or for any other purpose, under any circumstances, but shall instead be maintained in its native and undeveloped state. The Real Property shall not be disturbed or altered from the Real Property's native and undeveloped state. Notwithstanding the foregoing, Grand Mere and Grand Mere's successors and assigns are permitted and encouraged to remove trash, debris and clutter from the Real Property on a regular basis to enhance the aesthetic appeal of the Real Property. In addition, Grand Mere and Grand Mere's successors and assigns are permitted and

encouraged to develop and carry out a maintenance plan for the Real Property. Such plan may, but shall not be required to, include appropriately timed, periodic mowing and selective chemical treatment of undesirable vegetation that encroaches upon the Real Property.

2. Covenants Running with the Real Property. These covenants and restrictions shall run with the Real Property and shall be binding upon all parties hereto and on all persons claiming under them until the year 2115. After the year 2115, the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by Grand Mere, or, in the event Grand Mere is no longer in existence, of the legal owners of the Real Property at such time, is filed in the appropriate governmental offices.

3. Remedies. If any legal person(s) shall violate, attempt to violate or default upon any of the covenants and restrictions contained herein, it shall be lawful for Grand Mere to prosecute any proceeding at law or in equity against the person(s) violating or attempting to violate such covenants and restrictions to either prevent such person(s) from doing so or to recover damages for such violation(s). Grand Mere may prosecute such violations or attempted violations for injunctive relief, for damages, for specific performance, for judgment for payment of money and collection thereof, or for any combination of remedies. Grand Mere may assign its rights in this paragraph 3 to any legal person or entity at any time and for any reason without the consent of any successor owner of the Real Property after Grand Mere.

4. Expenses of Enforcement. Grand Mere and/or its successors and assigns shall have the right to include in a claim for relief in accordance with paragraph 3 above a reasonable sum to reimburse the enforcing party for the court costs, attorneys' fees, and other expenses reasonably incurred in enforcing the rights hereunder. Failure by Grand Mere and/or Grand Mere's successors and assigns to enforce the covenants and restrictions herein shall in no event be deemed a waiver of the right to do so thereafter.

5. Rights and Obligations. Grand Mere, any fee simple owner of the Real Property after Grand Mere by the acceptance of a deed of conveyance for the Real Property, each purchaser of the Real Property under any contract for a deed of conveyance, each purchaser of the Real Property under any agreement of sale, and the heirs, successors, and assigns of the foregoing, accepts the Real Property subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, powers created or reserved by these covenants and restrictions, and all rights, benefits, and privileges of every character hereby granted, created, and reserved by these covenants and restrictions, and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the Real Property. These covenants and restrictions shall bind any person having at any time any interest or estate in the Real Property, and shall inure to the benefit of any such person in like manner as though the provisions of these covenants and restrictions were recited and stipulated at length in each and every deed of conveyance, purchase contract, or instrument evidencing or creating such interest in the Real Property.

6. Amendment. Amendments to these covenants and restrictions shall be made by an instrument in writing entitled "Amendment to Declaration of Covenants and Restrictions" which sets forth the entire amendment to these covenants and restrictions. Such an amendment shall be approved by Grand Mere, or, in the event Grand Mere is no longer in existence, then by the owners of the Real Property at the time the amendment is to be made. Notwithstanding the preceding sentence, any such amendment to these covenants and restrictions shall not be permitted to amend these covenants and restrictions in such a way that the general intent of these covenants and restrictions, as the same is expressed in the recitals and paragraph 1 hereof, is not carried out. Amendments to these covenants and restrictions, once properly adopted, shall be effective upon recording of the Amendment to Declaration of Covenants and Restrictions in the appropriate governmental offices.

7. Captions and Exhibits; Construction. Captions given to various paragraphs herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

8. Severability. If any provision or paragraph of these covenants and restrictions, or any section, clause, sentence, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these covenants and restrictions, and of the application of any such provision, paragraph, section, sentence, clause, phrase, or word in any other circumstances, shall not be affected thereby, and the remainder of these covenants and restrictions shall be construed as if such invalid part were never included therein.

9. Rule Against Perpetuities. If any of the options, easements, privileges, covenants, or rights created by these covenants and restrictions shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue until twenty-one (21) years after the death of the last survivor of the now living descendants of Joseph P. Kennedy.

10. Governing Law. These covenants and restrictions are executed, delivered and intended to be performed in the State of Kansas and shall be construed and enforced in accordance and shall be governed by the laws of such state.

[Remainder of page left intentionally blank]

Signature Page**Declaration of Covenants and Restrictions**

IN WITNESS WHEREOF, Mary L. Vanier, as President of Grand Mere Development, Inc., a Kansas corporation, has executed this Declaration of Covenants and Restrictions on this 11th day of November, 2015.

GRAND MERE DEVELOPMENT, INC., a
Kansas corporation

By: Mary L. Vanier

Mary L. Vanier, President

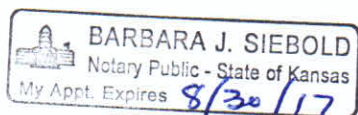
GRAND MERE

ACKNOWLEDGMENT

State of KANSAS, County of RILEY, ss:

BE IT REMEMBERED on this 11th day of November, 2015, before me the undersigned, a notary public in and for the county and state aforesaid, came Mary L. Vanier, President of Grand Mere Development, Inc., a Kansas corporation, said person being known to me to be the same person who executed the above instrument and acknowledged the same to be her voluntary act and deed for and on behalf of said corporation.

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



Barbara J. Siebold
Notary Public

My appointment expires: 8/30/17

Exhibit A

Description:

A tract of land in the East Half of Section 4, Township 10 South, Range 07 East of the Sixth Principal Meridian, Riley County, Kansas described as follows:

Beginning at the Northeast Corner of Lot 15, Congressional Addition, City of Manhattan, Riley County, Kansas; thence

Along the Northerly Line of the said Congressional Addition the following 2 courses,

Course 1: S88°06'53"W 364.97 feet,

Course 2: S65°23'54"W 3.43 feet; thence

N00°00'00"E 370.00 feet; thence

N44°52'45"E 255.67 feet; thence

N88°55'09"E 596.32 feet; thence

N89°13'50"E 427.42 feet; thence

N47°24'13"E 192.08 feet; thence

N00°18'26"E 140.00 feet to the Southwest Corner of The Carson Company tract recorded in Book 858, page 8616 in the Riley County Register of Deeds Office; thence

N90°00'00"E 200.00 feet to the Southeast Corner of the said Carson Company tract and the westerly right of way line of Grand Mere Parkway; thence

Along the westerly right of way line of Grand Mere Parkway the following 2 courses:

Course 1: On a curve to the right with a radius of 745.00 feet, an arc distance of 275.89 feet, chord being S16°07'47"W 274.31 feet,

Course 2: S26°56'12"W 295.70 feet to the Northeasterly Corner of the First Christian Church tract recorded in Book 861, pages 179-180 in the Riley County Register of Deeds Office; thence

Along the boundary line of the said First Christian Church tract the following 4 courses,

Course 1: N77°09'57"W 232.23 feet,

Course 2: S86°59'06"W 413.87 feet,

Course 3: S18°44'01"W 267.34 feet,

Course 4: S40°04'35"E 594.63 feet to the Westerly right of way line of Grand Mere Parkway; thence

Along the said Westerly right of way line of Grand Mere Parkway the following 2 courses,

Course 1: S25°24'35"W 16.83 feet,

Course 2: On a curve to the left with a radius of 855.00 feet, an arc distance of 391.86 feet, chord being S13°39'13"W 388.44 feet to the Northeast Corner of Lot 3, Congressional Addition, City of Manhattan; thence

Along the Northerly and Easterly boundary of the said Congressional Addition the following 3 courses,

Course 1: S83°04'54"W 372.18 feet,
Course 2: N49°42'10"W 222.45 feet,
Course 3: N01°12'25"E 674.55 feet to the point of beginning, containing 22.14 acres.

Subject to easements and restrictions of record.

