

12/20/2007

DECLARATION OF RESTRICTIONS
AMBER MEADOWS

WHEREAS, ten plats of land known as AMBER MEADOWS have been filed with the Register of Deeds of Johnson County, Kansas; and

WHEREAS, said plats create said AMBER MEADOWS, composed of the lots and tracts described on Exhibit "A" attached hereto.

WHEREAS, said plats dedicate to the public all of the streets and roads shown on said plat for use by the public; and

WHEREAS, Amber Meadows Homeowners Association ("Association") is an association of homeowners owning individual lots within the aforesaid plats and now desire to place certain restrictions on all of said lots, all of which restrictions shall be for the use and benefit of Association and for its future grantees and assigns.

NOW, THEREFORE, in consideration of the premises, the Association for itself and its successors and assigns, and for its future grantees, hereby agrees that all of the lots and tracts shown on the above-described plats shall be and they are hereby restricted as to its use in the manner hereinafter set forth.

DEFINITION OF TERMS USED:

For the purpose of these restrictions, the word "Association" shall mean Amber Meadows Homeowners Association.

The word "street" shall mean any street, road, drive, or terrace of whatever name, as shown on said plats of Amber Meadows.

The word "outbuilding" shall mean an enclosed or unenclosed, covered structure, not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered lots, as platted, or part or parts of one or more numbered lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in individual deeds. A "corner lot" shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

The word "tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.

The term "district" as used in this agreement shall mean all of the lots shown on said plats of Amber Meadows (hereinafter "Amber Meadows"). If or when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any further modifications thereof. The term "improved property", as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereof is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "public places" as used herein shall be deemed to mean all streets.

The term "owners" as herein used shall mean those persons or entities owning land from time to time within the District.

PERSONS BOUND BY THESE RESTRICTIONS:

Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above-described lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residence and improvements thereon for a period of time ending on December 31, 2018, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

These covenants are to run with the land and shall be binding on all owners within this subdivision and their heirs and assigns and all persons claiming under them until 2018, and shall be automatically continued thereafter for successive periods of ten (10) years each, unless the owners of the fee title to the majority of said lots shall by resolution at a special meeting called for that purpose upon mailed notices to all such owners, release, change or alter any or all of the said restrictions at the end of any such ten (10) year period at least two (2) years prior to said expiration. The following restrictions or protective covenants shall be kept by all persons owning, occupying or using said land and may be enforced by injunction, mandatory or otherwise. The Association shall be entitled to recover reasonable attorney's fees, filing and court costs, and pre-judgment interest at the statutory rate related to enforcement of these covenants from the party who violates or attempts to violate said covenants.

If the party herewith, or any of its assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in Amber Meadows to prosecute any proceedings of law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. No lot in Amber Meadows shall be used except for residential one-family residence. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed three (3) stories in height and an attached private garage for not less than two cars.
2. No lot shall be in any way subdivided. No building shall be erected, placed, or altered on any lot until construction plans and specifications and a plan showing the location of the structure or alterations to the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and landscape, and as to location with respect to topography and finished grade elevation. No fences shall be erected, placed or altered without the prior approval of the Architectural Control Committee. Approval shall be as provided in paragraphs 2A and 2B herein.
 - A. The Architectural Control Committee will be composed of the Board of Directors, then current of the AMBER MEADOWS HOME OWNERS' ASSOCIATION. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
 - B. It is expressly agreed that the Architectural Control Committee referred to in (A) above shall have control over completed homes whose owners are members of the AMBER MEADOWS HOME OWNERS' ASSOCIATION at or after the recording of this Declaration of Restrictions.
 - C. No building shall be located nearer than twenty-five (25) feet to the existing street lot line as shown in the recorded plat of Amber Meadows.
 - D. No building shall be located nearer than five (5) feet to any interior lot line.

- E. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot.
- F. No fencing shall be permitted upon any of the lots unless such fencing shall be wooden and built with methods and material which harmonize with external design of buildings in Amber Meadows; no fences shall be permitted on the west lot lines of lots adjoining Quivira Road or on the north lot lines of lots adjoining 127h Street except fences erected by the Developer or the Amber Meadows Homes Association.
- G. All constructed houses shall have external driveways consisting exclusively of properly constructed concrete surfaces; all lots, regardless of house location thereon, shall be fully sodded provided, however, no sodding shall be required where, in the opinion of the Architectural Control Committee soil, lighting or topographical conditions would make sodding impractical or unreasonably expensive, and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive shall be implied.
- H. All lots to be used for one family residence only.
- I. The above lots, may be improved, used or occupied for private residence, and no flat, duplex or apartment house though intended for residential purposes, may be erected thereon.
- J. No residence shall be more than three stories in height.
- K. No trailer, basement, tent, shack, garage, barn or other building shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.
- L. No dwelling or residence shall be occupied until fully completed, except for exterior painting and minor trim details, and such dwelling or residence must be fully completed within twelve (12) months after the first earth excavation is started. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in damaged condition longer than three (3) months.
- M. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes, and further provided that not more than three (3) dogs or three (3) cats or three (3) other household pets shall be kept on any residence lot.
- N. No school buses, autos, campers, camper-trailers, recreational vehicles, tractors or trucks shall be parked at the curb for more than twenty-four (24) hours at any one time. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No cars, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition or whose presence might make an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or at the curb for more than twenty-four (24) hours. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot in Amber Meadows.
- O. All doors on garages located on the lots hereby restricted shall be kept closed, except when opened for the purpose of parking or removal therefrom of motor vehicles.
- P. No exterior clothesline or poles may be erected or maintained on any of the lots hereby restricted.

- Q. No Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15 of each calendar year.
 - R. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited.
 - S. No radio or television aerial wire, antenna, or antenna tower shall be maintained outside of any structure, unless approved by the Architectural Control Committee; no satellite dishes shall be allowed, unless said dishes are residential satellite dishes and not exceeding four feet in diameter (Direct TV, Dish Network for example). Any dishes must be installed in a manner which is not unsightly or against any pertinent codes or ordinances in effect at the time of installation.
 - T. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above the surface of the ground, except when deemed necessary by the owner, subject to the exclusive approval of the Architectural Control Committee which shall be a prerequisite to the permissible construction of said tanks.
 - U. No trash, ashes, or other refuse shall be thrown or dumped upon any undeveloped portion of said land.
 - V. Lawns shall be kept in good condition as soil, climate and other natural conditions permit, and grass shall not be permitted to create an unsightly appearance.
 - W. All property owners or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool; said owners of property subject hereto shall further be allowed to construct a properly designed tennis court, however, no lighting shall be permitted on said tennis court for evening use.
 - X. All portions of foundations exposed and protruding more than 12" from the ground shall be painted the same color as the structure.
 - Y. No outbuildings shall be allowed which are not attached to the home.
3. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each street. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.
4. All single story residences shall have a total finished ground floor area of not less than 1,250 square feet; all two story residences shall have a finished ground floor area of not less than 900 square feet and a total finished floor area of not less than 1,500 square feet; all one and one-half story residences shall have a finished ground floor area of not less than 1,100 square feet and a total finished floor area of not less than 1,400 square feet; all such measurements shall exclude cement slab floors whether finished or not.
5. All residences shall have wood windows, wood clad windows; or vinyl windows. In accordance with the adoption and enactment of Overland Park, Kansas Ordinance No. BC-2167 on or about September 27, 1999, all roofing materials for any residence, other than wood shingles or wood shake shingles, are required to meet the following criteria.

- A. All roof coverings are subject to approval by the Architectural Control Committee for regulation of color, styles, dimensions and other aesthetic factors.
 - B. Roofing materials shall be weathered wood or weathered gray in color so as to be compatible with and not noticeably inconsistent with other roofing materials in the subdivision.
 - C. Roofing materials should be architectural shingles designed to replicate the beauty of natural materials, constructed of a thickness, rich texture and multidimensional design that creates shadow lines and evokes the depth and dimensions of wood shingles on the roof.
 - D. Laminated composition shingles shall have a minimum warranty period of 25 years.
 - E. In no instance shall composition shingles commonly known as 3-tab asphalt composition shingles be permitted as roof covering of any residence in the subdivision. Said type of roof covering is deemed to be contrary to the style, dimension and aesthetic quality of roofing materials permissible in the subdivision.
 - F. No roof structure, other than wood shingles or wood shake shingles, shall be commenced, erected, altered, or placed onto or permitted to remain on any property within the subdivision, unless complete plans, specifications and descriptions of the proposed roofing materials shall have been submitted to and approved in writing by the Architectural Control Committee, including the exterior color scheme, and the nature, kind, shape, weight, composition and dimensions of materials.
 - G. The Architectural Control Committee shall be authorized to adopt such other rules, regulations, and guidelines, including additional amendment of restriction that it deems necessary to regulate and control the colors, styles, dimensions and other aesthetic factors of roofing materials permitted for use in the subdivision.
 - H. Once installed, all roof coverings shall be maintained by the owner of the residence.
6. No outbuilding shall be erected without the prior approval of the Architectural Committee.
7. It is agreed that if the owner of any vacant property fails or refuses to cut weeds or brush from the cleared portions of the property, then the Architectural Committee shall have authorization to do so and the cost thereof to be taxed as a lien against the property.
8. NO STRUCTURE SHALL HAVE CHANGES MADE TO THE EXTERIOR APPEARANCE OF SAID PROPERTY, INCLUDING BUT NOT LIMITED TO CHANGES IN COLOR, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL COMMITTEE.