

DECLARATION OF RESTRICTIONS

SOUTHWIND OF WINDHAM PARK

WHEREAS, a plat of land known as SOUTHWIND OF WINDHAM PARK has been filed with the Register of deeds of Johnson county, Kansas, at page 73 of Plat Book 37; and

WHEREAS, said plat creates said SOUTHWIND OF WINDHAM PARK, composed of the lots and tracts described on Exhibit "A" attached hereto.

WHEREAS, said plat dedicates to the public all of the streets and roads shown of said plat for use by the public: and

WHEREAS, 131 Antioch, a Kansas general partnership ("Developer") is the owner of all of the lots so shown on the aforesaid plat and now desire to place certain restrictions on all of said lots, all of which restrictions shall be for the use and benefit of Developer, and for its future grantees and assigns.

NOW, THEREFORE, in consideration of the premises, the Developer 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 plat 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 work "Developer" shall mean 131 Antioch, a Kansas General Partnership.

The word "street" shall mean and street, road, drive, or terrace of whatever name, as shown on said plat of Southwind of Windham Pars.

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

The work "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 and lot as platted, or any tract of land ad 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 plat of Southwind of Windham Park (herein "Windham Park"). 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 used, 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 corporations who may from time to time own the land 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 improvements thereon for a period of time ending on December 31, 2010, 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 2010, and shall be automatically continued thereafter for successive periods of twenty (20) 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 twenty (20) 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 may recover its reasonable attorneys fees in connection with such proceedings.

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 Windham Park 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 Windham Park shall be used except for residential one-family residences. 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 have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and colors 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 Windham Park Home Owners' Association. Until such time that there exists a Board of Directors of the Windham Park Home Owners' Association, the developer will act as the Architectural Committee. In the event of the 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 designation 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 WINDHAM PARK HOME OWNERS' ASSOCIATION at or after the recording of this Declaration of Restrictions; exclusive control of new homes to be constructed after the date of the filing of these Declarations shall be vested solely in Developer, until such time as the homes are sold and the owners thereof become subject to these Declarations of Restrictions and homeowner's declarations at which time said homes will then become subject to the Architectural Control Committee.

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 Windham Park.

D. No building shall be located nearer than five (5) feet to any interior lot line.

E. For the purposes of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed 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 materials which harmonize with external design of buildings in Windham Park; all such fences must be approved by the Architectural control committee. No animal pens or runs shall be permitted.

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, brushes, 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 front, except that split-level construction shall be permitted.

K. No trailer, basement, tent, shack, garage, barn or other outbuildings 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, bread, or maintained for any commercial purpose, 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 or other 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 school bus, camper, camper-trailer, recreational vehicle, tractor, with a capacity in excess of 3/4 ton, truck with camper attached or boat shall be parked or left outside on any lot 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 operation condition or whose presence might create 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. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot in the subdivision.

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 exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted, except during the sixty (60) day period beginning November 15th 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. except on lots that have residences under construction.

S. No Radio or Television aerial wire, antenna, antenna tower or satellite dish shall be maintained outside of any structure, unless approved in advance by the Architectural Control committee.

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 prior approval of the Architectural Control Committee which shall be 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. Any property owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool; no above ground or above grade swimming pools shall be permitted; 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. No storage buildings shall be allowed.

Y. No solar panels or solar collectors shall be installed or maintained on the exterior of any residence.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract. 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 thorough drainage channels in the easements. The easement ares 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 2,000 square feet; all two story residences shall have a finished ground floor area of not less than 1,200 square feet and a total finished floor area on 2,600 square feet; all one and one-half story residences shall have a finished ground floor area of not less than 1,800 square feet and a total finished floor area of 2,50 square feet; all such measurements shall exclude cement slab floors whether finished or not.

5. All residences shall have wood windows or wood clad windows, and every residence shall have a cedar or wood shake shingle roof.

6. No structure shall be moved into said property and no outbuilding shall be erected without the prior approval of the Architectural Committee.

7. It is agreed that if the owner of any vacant lot 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.

IN WITNESS THEREOF, theses presents have been executed this 21 day of August, 1990

SIGNATURES AND NOTARY

ATTACHED EXHIBIT "A"

All of Southwind of Windham Park 1st Plat, a subdivision in the City of Overland Park, Johnson County, Kansas.

no drawing on copy

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