

Oakwood Estates

1103247✓

DECLARATION OF RESTRICTIONS

Whereas J.D.S. Construction Corporation a Kansas corporation, is the owner of the following-described real estate situated in the City of Overland Park, Johnson County, Kansas, to-wit:

Lots 1-14 inclusive, Oakwood Estates, a subdivision in the City of Overland Park, Johnson County, Kansas.

NOW, THEREFORE, J.D.S. Construction Corporation a Kansas corporation, for itself and its successors, and future grantees, hereby declares that the above-described lots are restricted in the manner hereinafter set forth:

1. No buildings shall be erected, placed, or altered on any lot until the construction plans and specifications including, but not limited to, specifications on exterior materials and colors, and a site plan showing the location of the structure has been approved by J.D.S. Construction Corporation Architectural Control Committee, hereinafter referred to as the Architectural Control Committee, or the Committee. The Architectural Control Committee shall have the power to waive any requirements called for in these covenants. The Architectural Control Committee is composed of Duane Schwada, 929 Highland Drive, Lawrence, Kansas; O. M. Solberg, 6640 Dearborn, Mission, Kansas; Sylvia Kallsen, 16310 West 141st Terrace, Olathe, Kansas.

2. A majority of the Architectural Control Committee may designate a representative to act for it. 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. After ten years from the date that these covenants are recorded, the then record owners of a majority of

lots shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or to vesture to it any of its powers and duties or to disband the Committee. In the event that they shall fail to so act, the Committee shall continue in full force and effect for a total period of thirty (30) years from the date these covenants are recorded, or until they shall so act, whichever occurs the earlier, after which time said covenant shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part.

3. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, 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 related covenants shall be deemed to have been fully complied with.

4. No structure shall be erected or altered or re-built on these lots that will exceed 2 1/2 stories in height, excluding, however, basements. Each structure shall have privately attached garages for at least one, and for no more than three, cars.

5. No noxious or offensive trade or activity shall be carried out on any residential lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

7. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, except that which is kept in closed garbage cans. All incinerators for the disposal of such material, if such are permitted by the ordinances of the

City of Overland Park, Kansas, shall be kept in a clean and sanitary condition.

8. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

9. No power, telephone, or cable television service connection lines may be erected or maintained above the surface of the ground on any of the said lots without the consent, in writing, of the Architectural Control Committee.

10. No tank for the storage of fuel may be maintained above the surface of the ground on any of the lots as described aforesaid.

11. The land in the front of any residence shall be used solely for lawn, driveway, and sidewalk purposes, and for the planting of trees and shrubbery; and no hedge or fence shall be located closer to the street in front of any residence than the building lines as set forth in the plat and final planned unit development plan. No trailer, mobile home, boat, boat trailer or rack, equipment, machinery, cars or trucks not in daily use, or movable units of any type (even if temporarily immobile) shall be parked, located, or otherwise maintained in the front or side yard including driveway area, of any lot unless parked, located, or mounted in a garage.

12. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the development, construction, and sales period.

13. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

14. No building shall be permitted with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. In addition, in the event of fire, windstorm

or other damages, no building shall be permitted to remain in a damaged condition longer than six (6) months after the date of damage. For each month that there shall be a violation of the previous two sentences, a fine of One Hundred Dollars (\$100.00) shall be due and payable from the record title owner of the property where said violated condition exists to the J.D.S. Construction Corporation Architectural Control Committee, as provided for herein.

15. Prior to fencing any yard, information on the type of fencing, height, color, and location shall be provided to Architectural Control Committee, and no construction of such fencing shall commence until approval thereof has been given in writing by such committee. It is the intent of this paragraph to require fencing that is compatible with style, character, and materials of the houses and with other adjacent fencing. Lightweight woven wire fences will be prohibited, and chain link fences will be prohibited unless decorated in a manner approved by the Architectural Control Committee.

nnac 16. Distracting use of citizens band radio, ham radio, television, and other antennae projecting or attached to the roofs of the buildings shall be prohibited. Written approval from the Architectural Control Committee shall be obtained prior to the installation of any external antenna.

ldgs 17. Requests for outbuildings such as storage sheds, dog houses, large playhouses, etc., shall be made to the Architectural Control Committee for approval prior to erection.

18. Minimum dwelling size per section 17.20.010 of the City of Overland Park Ordinance ZRR-413 6(part) 1966 to be Classification E as follows: minimum floor area 1400 sq. ft. 1 story, 1000 sq. ft. 1 1/2 story, 750 sq. ft. 2 story, 550 sq. ft. 2 story over garage.

19. Garage doors: all doors on garages located on lots hereby restricted shall be kept closed except when opened for the purpose of parking or removal therefrom of motor vehicles.

ball 20. Exterior basketball goals to be erected on rear of house or rear yard only.