

AMENDED AND RESTATED
FOREST OAKS
DECLARATION OF RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS ("Amended and Restated Declaration") is made as of the 2nd day of March, 1992, by FOREST OAKS HOMES ASSOCIATION, a Kansas not-for-profit corporation (the "Homes Association");

RECITALS:

WHEREAS, there exists a residential subdivision known as "Forest Oaks," composed of the following described lots, to-wit:

Lots 1 through 65, inclusive, Forest Oaks, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof;

Lots 66 through 85, inclusive, Forest Oaks, Second Plat, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof;

and

WHEREAS, three separate Declarations of Restrictions affecting various lots in the above-referenced subdivision have been filed with the Register of Deeds of Johnson County, Kansas (i) on February 27, 1980, as instrument 1268870 in Volume 1550 at Page 387; (ii) on October 11, 1983, as instrument 1434696 in Volume 1923 at Page 655; and (iii) on August 7, 1986, as instrument 1629210 in Volume 2399 at Page 165 (such Declarations of Restrictions, as they may have been amended, being hereinafter collectively referred to as the "Original Declarations"); and

WHEREAS, pursuant to the provisions of the Original Declarations, the Homes Association is now empowered to amend the Original Declarations; and

WHEREAS, the Homes Association desires to amend and restate the Original Declarations, in their entirety and in a single document, to preserve and enhance the values, desirability and attractiveness of the development and improvements constructed thereon, all of which restrictions shall be for the use and benefit of the Homes Association, the Owners of the lots and their future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, the Homes Association, for itself and for its

successors and assigns, and for the owners of the lots and their future grantees, hereby declares that the Original Declarations are hereby superceded, amended and restated in their entirety and all of the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth. Upon recording of this Amended and Restated Declaration, the Original Declarations shall be superceded in their entirety and of no further force or effect except as amended and restated herein.

1. Definitions. For purposes of this Amended and Restated Declaration, the following definitions shall apply:

(a) The term "Lot" shall mean any of the 85 lots described in the Recitals above.

(b) The term "District" shall mean collectively all of the Lots and all Common Areas.

(c) The term "Owner" shall mean the record owner(s) of title to any Lot and, for purposes for all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(d) The term "Common Areas" shall mean (i) street right-of-ways, (ii) streets and street islands, (iii) any gateways, entrances, monuments, berms and other similar ornamental areas and related utilities, street lights, sprinkler systems and landscaping constructed or installed at or near the entrance of any street or along any street, and any easements related thereto, (iv) all landscape easements granted to the Homes Association, (v) the swimming pool located on Tract A shown on the Second Plat of Forest Oaks, and (vi) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the Owners within the District, whether or not any "Common Area" is located on any Lot.

(e) The term "Homes Association" shall mean Forest Oaks Homes Association, a Kansas not-for-profit corporation.

(f) The term "Board" shall mean the Board of Directors of the Homes Association.

(g) The term "Architectural Committee" shall mean a committee comprised of (i) at least two members of the Homes Association who shall be appointed by the Board in an impartial manner from the Homes Association members who indicate a willingness to serve on the committee and (ii) so long as RHW Construction, Inc. is the Owner of any of the Lots, a person appointed by RHW Construction, Inc.

(h) The term "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or other animal shelter, outbuilding, fence, patio wall, privacy screen, boundary wall, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swingset, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

2. Use of Land. None of the Lots may be improved, used or occupied for other than single-family, private residential purposes. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for human habitation. No residence or Exterior Structure or any portion thereof shall be used as a boarding house, nursing home or rooming house.

3. Building Material Requirements. Exterior walls of all residences and all appurtenances thereto shall be of stucco, brick, stone, wood shingles, wood siding, wood paneling or any combination thereof, unless otherwise approved by Architectural Committee or the Board. All front elevations of residences shall have some brick or stone on the facing, unless otherwise approved by the Architectural Committee or the Board. All residences shall have roofs constructed of wood, tile or similar material approved by the Architectural Committee or the Board. All windows shall be constructed of glass, wood, metal clad and wood laminate, or any combination thereof; provided, however, that storm windows may be constructed of colored metal (other than silver). All exterior doors and louvers shall be constructed of wood, metal clad and wood laminate, colored metal (other than silver) and glass, or any combination thereof. Notwithstanding the foregoing provisions of this Section 3 requiring specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area shall be acceptable as substitutes if approved in writing by the Architectural Committee or the Board. No residence or Exterior Structure shall be permitted to stand with its exterior in any unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the residence or covered with siding compatible with the structure. No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.

4. Minimum Floor Area. The floor area of the main structure of any residence, exclusive of porches, garages and basement areas, finished or unfinished, shall not be less than

1,800 square feet for a one-story residence; 2,200 square feet for a one and one-half story residence with at least 1,500 square feet being on the first floor; or 2,200 square feet for a two-story residence or a split level residence. Notwithstanding the foregoing, for Lots 78 through 85, inclusive, of Forest Oaks, Second Plat, the following minimums shall apply: 1,600 square feet for a one-story residence; 2,000 square feet for a one and one-half story residence with at least 1,300 square feet being on the first floor; or 2,000 square feet for a two-story residence or a split-level residence.

5. Approval of Plans and Post-Construction Changes.

(a) The Architectural Committee shall have original jurisdiction over all plans relating to the original construction of each residence, including any Exterior Structures to be constructed prior to the issuance of the temporary or permanent certificate of occupancy by the City of Overland Park. The Board shall hear and decide any appeals that may be made by applicants from the decisions of the Architectural Committee and shall have sole jurisdiction over all plans for Exterior Structures to be built after the issuance of a temporary or permanent certificate of occupancy.

(b) Notwithstanding compliance with the provisions of Sections 3 and 4 above, no residence or Exterior Structure may be erected upon any Lot unless and until the building plans and elevations, specifications, exterior materials, location, general landscaping plans, and exterior color scheme have been submitted to and approved in writing by the Architectural Committee or the Board, as the case may be. Nor shall any change or alteration in such building plans and elevations, specifications, exterior materials, location, general landscaping plans or exterior color scheme thereof be made until such change or alteration has been submitted to and approved in writing by the Architectural Committee or the Board, as the case may be. All plans shall be designed, where feasible, to minimize the removal of existing significant trees, shall designate those significant trees to be removed and shall protect those significant trees that are to remain. A copy of all approved plans, etc. shall remain on file with the Homes Association.

(c) Following the completion of construction of any residence or Exterior Structure, no significant exterior color change, general landscaping change or exterior addition or alteration shall be made unless and until the change, addition or alteration has been submitted to and approved in writing by the Board. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless the changes have been submitted to and approved in writing by the Board in advance.

6. Set Backs. No building or part thereof, exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and similar projections, shall be nearer the street line than the building set back lines shown on the recorded plat for such Lot; provided, however, that the Board shall have the right to alter and amend the set back lines and side line restrictions of specific Lots, from time to time, by filing an appropriate instrument in writing in the office of the Register of Deeds of Johnson County, Kansas. Notwithstanding the foregoing, the setback line for Lots 20, 28 and 52 through 59, inclusive, shall be 30 feet from the street line.

7. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Board as to the plans, specifications, materials, location, elevations, landscaping plans and color scheme, and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration; provided, however, that the approval of the Board under this Section 7(a) shall not be required for any Exterior Structure that (A) was specifically approved by the Architectural Committee or the Board prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Architectural Committee or the Board and (B) was built in accordance with such approved plans.

(b) (i) All fences, boundary walls and privacy screens shall be ornamental and shall not disfigure the property or the neighborhood. All fences and privacy screens shall be constructed with the finished side out. All fences and privacy screens shall be constructed of redwood or cedar wood or wrought iron or other ornamental materials approved by the Board. No chain link or similar fence or privacy screen shall be permitted. Except where specifically authorized by the Board, (i) no fence, boundary wall or privacy screen shall exceed six feet in height, (ii) no fence shall be constructed or maintained on any Lot nearer to the street than the front building line of the property, (iii) no boundary fence shall be constructed or maintained on any Lot more than one foot from the property line of the Lot, and (iv) all fences must be joined to any previously existing boundary fences on adjacent Lots.

(ii) All basketball goals shall be free standing and not attached to the residence unless the Board determines that there are compelling reasons for the basketball goal to be attached to the residence. All backboards shall be clear or painted white and all

poles shall be a neutral color. There shall be only one basketball goal per Lot. The Board shall have the right to establish reasonable rules regarding the hours of use of basketball goals and any such rules shall be binding upon all of the Lots and the Owners.

(iii) Except where specifically authorized by the Board, all recreational or play structures (other than basketball goals) shall be located behind the back building line of the residence.

(iv) No above-ground swimming pools shall be permitted. All pools and hot tubs shall be fenced or otherwise adequately screened. All pools and hot tubs shall be kept clean and maintained in operable condition.

(v) All outside doghouses and other animal shelters shall be located in the back yard, shall be up against or within two feet of the residence, shall be painted (where appropriate) the same color as the residence and shall have roofs (where appropriate) that are compatible with the residence. No animal runs shall be permitted.

(vi) No Exterior Structure that is prohibited under Section 8 below shall be permitted under this Section 7.

8. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) No residence or Exterior Structure or any portion thereof on any Lot shall ever be placed, erected or used for business, professional, trade or commercial purposes; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence in accordance with the applicable ordinances of the City of Overland Park.

(b) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) Unlicensed or inoperative motor vehicles are prohibited.

(d) Overnight parking of motor vehicles of any type or character in public streets or grassy areas is prohibited. Motor

vehicles shall be parked overnight in garages or on paved driveways only.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited except during such time as such truck is actually being used for the purpose for which it is designed.

(f) Recreational motor vehicles of any type or character are prohibited except:

1. Storing in an enclosed garage;
2. Temporary parking for the purpose of loading and unloading (maximum of one consecutive night);
3. Temporary parking for purpose of maintenance (maximum two weeks per year); or
4. With written approval of the Board.

(g) No vehicle (other than a passenger automobile), truck, bus, van, boat, trailer, non-motor driven camper or similar apparatus shall be left or stored on any Lot, except in an enclosed garage.

(h) No television, radio, citizens' band, short wave or other antenna, satellite dish, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, the Board shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the neighborhood and any such rules and regulations shall be binding upon all of the Lots. No lights or other illumination shall be higher than the residence.

(i) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted to remain in damaged condition for longer than three months.

(j) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any yard. Storage shall be permitted under a deck provided such area is fenced or otherwise screened as authorized herein.

(k) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and

other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. No more than two dogs and two cats in excess of three months of age shall be kept on any Lot. All pets shall be confined to the premises of the Owner except when on a leash, in a cage or in a car or other conveyance.

(l) No fuel storage tanks of any kind shall be permitted.

(m) No sign, advertisement or billboard may be erected or maintained on any Lot except that:

A. One sign not more than three feet high or three feet wide, not to exceed a total of five square feet, may be maintained offering the residence for sale or lease.

B. Garage sale signs are permitted on the lot when the sale is being held, provided such signs are removed within 24 hours after the close of the sale.

C. Political signs are permitted for up to three weeks before the election but must be removed within 24 hours after the election.

(n) No trash, refuse or garbage receptacle or can shall be placed on the premises outside a residence except after sundown of the day before or upon the day for the regularly scheduled trash collection.

(o) No hedge or shrub planting of any type or character which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within 20 feet of the street intersection. The foliage line of any trees shall be maintained at sufficient height to prevent obstruction of such sight line.

9. Landscaping and Lawns. At the time of construction of each residential structure, the Owner of the Lot shall expend a minimum sum of \$400.00 for landscaping that portion of the Lot between the street and the front building line of the structure. Prior to occupancy (weather permitting, but in all events within three weeks after the weather first permits after occupancy), all lawns shall be fully sodded or shall be planted with zoysia strips no farther than 12 inches apart, or zoysia plugs no farther than six inches apart. All vegetable gardens shall be located in the back yard. The Owner of each Lot shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four inches and shall properly maintain and replace all trees and landscaping.

10. Common Areas.

(a) The Homes Association and the Owners and their grantees shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended use. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Lot. All such rights and easements shall be subject to the rights (including ownership) of any governmental authority or any utility therein or thereto,

(b) The Homes Association shall at all times be responsible for the proper maintenance of all Common Areas, except any part thereof that is within any Lot and has not been landscaped or otherwise improved by the Homes Association.

(c) No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Homes Association.

(d) The Homes Association shall have the right from time to time to make, alter, revoke and enforce additional rules, regulations and restrictions pertaining to the use of any Common Area.

11. Board Decisions.

(a) The Board shall meet at least once each calendar month to consider any appeals of the decisions of the Architectural Committee and any applications with respect to any Exterior Structures that require the approval of the Board as provided above. Any appeal or application that is not acted upon by the Board within 45 days of the date on which it is filed in writing shall be deemed to have been approved. A majority of the members of the Board shall constitute a quorum for the transaction of business regarding appeals or applications at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Board.

(b) At each meeting, the Board shall consider and act upon appeals or applications that have been submitted to it. In making its decisions, the Board may consider any and all aspects and factors that the directors, in their absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the District. All decisions of the Board shall be in writing and delivered to the appellant or applicant, who shall be responsible for keeping the same. The Board may establish in advance and change from time to time certain guidelines and conditions that it intends to follow in making its decisions.

(c) Any decision rendered by the Board shall be final and conclusively binding on the appellant or applicant.

12. No Liability for Approval or Disapproval. Neither the Homes Association nor any member of the Architectural Committee or the Board shall be personally liable to any person for any discretionary or other approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Amended and Restated Declaration or any of such rules, regulations, restrictions or guidelines.

13. Covenants Running with Land; Enforcement; Notice of Violation. The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whosoever hands any of the property in the District shall come. The Owners and their grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions and reservations; provided, however, that neither the Homes Association nor any other person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during its or his seizin of title to such Lots; provided, however, that (i) the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot and (ii) an Owner shall be personally responsible for any breach committed by any prior Owner of the Lot to the extent notice of such breach was filed of record prior to the transfer of ownership as provided in the next to last paragraph of this Section 13.

Each Owner and the Homes Association shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages.

Whenever the Board determines that a violation of this Amended and Restated Declaration has occurred and is continuing with respect to a Lot, the Homes Association may file with the office of the Register of Deeds of Johnson County, Kansas a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person(s) or entity to exercise any of its rights or remedies with respect to a violation of this Amended and Restated Declaration shall impair any of such rights or remedies; nor shall any such delay or

failure be construed as a waiver of that or any other violation.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person(s) or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person(s) or entity shall affect any rights or remedies that another person(s) or entity may have.

14. Release or Modification of Restrictions. The provisions of this Amended and Restated Declaration shall remain in full force and effect until December 31, 2005, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the then Owners of a majority of the Lots may release the District, or any part thereof, from all or part of such provisions as of December 31, 2005, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least one year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. The provisions of this Amended and Restated Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by the then Owners of a majority of the Lots.

15. Effective Date; Subsequent Consents. This Amended and Restated Declaration shall become effective and binding upon all Lots upon the valid execution hereof by the Homes Association and the recordation hereof in the office of the Register of Deeds of Johnson County, Kansas. It is currently contemplated that the Owners of Lots will execute separate consents to this Amended and Restated Declaration in written instruments properly acknowledged and recorded in the office of the Register of Deeds of Johnson County, Kansas in order to evidence their respective support of these restrictions, although such consents are not required pursuant to the provisions of the Original Declarations. Failure of any Owner to execute and file a written consent to this Amended and Restated Declaration shall not release or preclude such Owner's Lot from being subject to the restrictions set forth in this Amended and Restated Declaration, and the effectiveness of this Amended and Restated Declaration shall not be conditional upon the filing of any minimum number of Owner consents.

16. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

17. Violations as of Effective Date. Notwithstanding any other provision of this Amended and Restated Declaration, no person(s) or entity may seek to enforce the applicable provisions hereof against any condition of a residential structure (excluding an Exterior Structure) on a Lot to the extent that (i) the condition was not a violation of the Original Declarations and (ii) the condition existed as of the date this Amended and Restated Declaration became effective. Furthermore, no person(s) or entity may seek to enforce the prohibition hereof against an animal run existing on a Lot as of the date this Amended and Restated Declaration became effective so long as (i) the animal run remains in good repair and condition and (ii) the Owner of the Lot as of such effective date remains the record owner of the Lot. The Homes Association shall be entitled to file with the office of the Register of Deeds of Johnson County, Kansas certificate of prospective violation with respect to any such animal run and Lot so that future Owners of such Lot have notice of the obligation to remove the animal run upon transfer of ownership.

IN WITNESS WHEREOF, the Homes Association has caused this Amended and Restated Declaration to be duly executed the day and year first written above.

FOREST OAKS HOMES ASSOCIATION, a
Kansas not-for-profit corporation

By: Sydney A. Landon, President
Sydney Landon, President

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 3rd day of March, 1992, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Sydney Landon, who is personally known to me to be the same person who executed the within instrument in his or her capacity as president of and on behalf of Forest Oaks Homes Association, a Kansas not-for-profit corporation, and such person duly acknowledged the execution of the same to be his or her free act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year last above written.

DeAnne M. Taylor
Notary Public

DeAnne M. Taylor
Print or Type Name

My Commission Expires:
October 15, 1995



FOREST OAKS
Homeowner Deed Restrictions

SECTION III
SETBACK LINES

No building or part thereof, exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and similar projections, shall be nearer the street line than the building set back lines shown on said plat, provided, however, said RHW Development, Inc. reserves the right to alter and amend the set back lines and side line restrictions of specific lots, from time to time by filing an appropriate instrument in writing in the office of the Register of Deeds of Johnson County, Kansas.

SECTION IV
EXTERIOR

Exterior of all residences shall be of wood, brick, stone, stucco, shingle or any combination thereof. All front elevations of residences constructed in the subdivision shall have some brick or stone on facing, unless approved by the developer. All residences and other structures constructed on the lots hereby restricted shall have roofs constructed of wood, tile, or similar material, approved by the developer. No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.

SECTION V
FENCES

Any hedge, fence or boundary all shall be ornamental and shall not disfigure the property or the neighborhood. No fence or boundary wall exceeding six feet in height shall be constructed without the written consent of the RHW Development, Inc. or assigns. No fences or shrubs or otherwise shall be constructed or maintained on any of the lots, nearer to the street than the front building line to the property, unless approved by RHW Development, Inc. or assigns.

SECTION VI
OUTBUILDINGS

No outbuildings or other detached structures of any kind or character may be erected on any lot without written approval of RHW Development, Inc. or assigns. No trailer, garage, outbuilding or temporary structure may be used or maintained for residential or commercial purposes, either temporarily or permanently.

SECTION XI
SIGNS

No sign, advertisement or billboard may be erected or maintained on any lot except one builders sign, and except that:

- A. One sign not more than three (3) feet high or three (3) feet wide, not to exceed a total of five (5) square feet may be maintained offering the residence for sale or lease.
- B. Garage sale signs are permitted on the lot when the sale is being held, provided such signs are removed within twenty-four (24) hours after the close of the sale.

SECTION XII
LIVESTOCK AND POULTRY

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

No more than two (2) dogs and two (2) cats in excess of three months of age may be maintained on premises.

All house hold pets must be confined to the premises of the owner. Dogs may be taken off the premises of the owner when on a leash, in a cage, or in a car or other conveyance. Such pets shall be maintained in such manner as to not cause property damage, annoyance or nuisance to the neighbors.

SECTION XIII
REFUSE AND TRASH

No trash, refuse or garbage receptacle or can shall be placed on the premises outside a residence except after sundown upon the day before or upon the day for the regularly scheduled trash collection.

SECTION XIV
VEHICLES

No vehicle, truck, trailer, bus, camper, boat or other apparatus except passenger automobiles, shall be left or stored on said property, except in an enclosed garage.

SECTION XV
ANTENNAS, AERIALS AND LIGHTING

No television or radio antenna or aerial shall be placed on the exterior of any structure or constructed separately. No lights or other illumination shall be higher than the house on any lot covered by these restrictions without the consent of RHW Development, Inc. or assigns.

SECTION XVI
EXTERIOR BASEMENT FOUNDATIONS

All exterior basement foundation walls which are exposed in excess of twelve (12) inches above final grade level shall be painted the same color as the house, or covered with siding compatible with the structure.

SECTION XVII
EASEMENTS

RHW Development, Inc. or assigns, reserves the right to construct pipe lines, sewers and drains upon, over, and across all easements and rights of way shown on the recorded plat.

SECTION XVIII
LANDSCAPING

At the time of construction of each residential structure the owner of each of the lots shall expend a minimum sum of \$400.00 for landscaping that portion of the lot between the street and the front building line of the structure. All lawns shall be fully sodded prior to occupancy or shall be planted with zoysia strips no farther than twelve (12) inches apart, or zoysia plugs no farther than six (6) inches apart.

SECTION XIX
HOMES ASSOCIATION

If at any time after the final completion of the development and sale of the property subject hereto by RHW Development, Inc. (said completion shall be evidenced by the filing in the Register of Deeds Office of Johnson County, Kansas, a certificate of completion by RHW Development, Inc.) two thirds of the property owners may establish a home owners association with authority to affect the use of said property or to amend these restrictions. Upon the establishment of said home owners association, all consents and rights granted to RHW Development, Inc. here shall be assigned to said home owners association.

Provided however, all real property of which RHW Development, Inc. shall remain vested in title at the time of the establishment of said home owners association shall remain subject only to the restrictions provided herein and shall be subject to no other subsequent amendments or changes of said home owners association, until RHW Development, Inc. shall transfer said real property, unless RHW Development, Inc. shall consent to such changes by written consent duly files with the Register of Deeds of Johnson County, Kansas.

SECTION XX
MISCELLANEOUS

These restrictions may be enforced by RHW Development, Inc. The restrictions may be enforced either by injunction or by an action in damages and the party seeking enforcement thereof shall be entitled to recover costs and reasonable attorney's fees if it shall be determined by the court that the restriction at the time of it's violation shall not be determined a waiver of the right to thereafter enforce a violation of the same restriction or a violation of other restrictions.

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

The above covenants and restrictions shall continue and be full force until the 31st day of December, 2005, and shall automatically be continued thereafter for successive periods of five (5) years each, provided, however, that the then owners of the fee simple title of a majority of the front feet of the lots herein described, may release the land or any part of it from any one or more of said restrictions, on December 31, 2005; or that the expiration of any five (5) year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same in the office of the Register of Deeds of Johnson County, Kansas, at least one (1) year prior to the original expiration date.

The provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the above named RHW Development, Inc. and all persons claiming by, through, or under it.

RHW Development, Inc.

By: Lewis H. Wiens
Lewis H. Wiens, Vice President

STATE OF KANSAS

COUNTY OF JOHNSON

On this 11 day of October, 1983 before me appeared the above Lewis H. Wiens for the RHW Development, Inc. being duly sworn, did say that he is Vice President of the RHW Development, Inc. and that said instrument was signed and sealed on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by notarial seal the day and year above written at my office in Johnson County, Kansas.

Betty J. Zimmerman
Notary Public

My Commission Expires:

9-26-85



1431509

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS AMENDMENT to Declaration of Restrictions made this 30th day of September, 1983 by RHW Development Corporation, hereinafter Declarant as owner of certain property located in Overland Park, Johnson County, Kansas as more particularly described hereinafter.

WHEREAS, Declarant is the owner of certain property hereinafter described which property is subject to a certain Declaration of Restrictions which, among other things, establishes certain setback lines; and

WHEREAS, Declarant is the successor in interest to Valley Brook Development Corporation; and

WHEREAS, said Declaration provides for the amendment of setback requirements by an instrument duly executed and filed with the Recorder of Deeds, Johnson County, Kansas.

NOW THEREFORE, Declarant as owner of the following described property, to-wit:

LOTS 1 through 65 inclusive FOREST OAKS, a subdivision in the City of Overland Park, Johnson County, Kansas except LOTS 46 and 47 thereof.

hereby amends Section III, SETBACK LINES in the following respects:

No building or part thereof, exclusive of porches, porticos, stoops, balconies, bay or other windows, eaves, chimneys and similar projections, shall be nearer the street line than the building setback line shown on said plat except that a building setback line for the following described lot shall be thirty (30) feet from the street line:

LOTS 52 through 59 inclusive, FOREST OAKS, a subdivision in the City of Overland Park, Johnson County, Kansas.

All other setback lines shall remain as set forth on the plat as recorded with the Register of Deeds, Johnson County, Kansas and all other provisions of the Declaration shall remain unchanged except as amended hereby.

IN WITNESS WHEREOF, the undersigned has executed this document the day and year first written above.

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

1983 OCT -7 A 9:42 0

QUINN M. SCOTT
REGISTER OF DEEDS

RHW DEVELOPMENT CORPORATION

Richard H. Wiens
Richard H. Wiens
President

BY _____

Instrument filed by
CORPORATION

1687661 ✓

THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS

★ THIS AMENDMENT to Declaration of Restrictions made this 30 day of March, 1987, by RHW Development Inc., a Kansas corporation, hereinafter Declarant as owner of certain property located in Overland Park, Johnson County, Kansas, as more particularly described hereinafter.

WHEREAS, Declarant is the developer and owner of certain property hereinafter described which property is subject to a certain Declaration of Restrictions filed in Book 1550, Page 387 in the Office of the Johnson County Recorder of Deeds which, among other things, establishes certain setback lines; and

WHEREAS, said Declarant is the successor in interest to Valley Brook Development Corporation; and

WHEREAS, said Declaration provides for the amendment of setback requirements by an instrument duly executed and filed with the Recorder of Deeds, Johnson County, Kansas, pursuant to which a First Amendment to Declaration of Restrictions was filed of record on October 7, 1983, in Vol. 1923, Page 210 of the records of said Recorder of Deeds.

NOW, THEREFORE, Declarant as owner and developer of, the following described property, to-wit:

LOTS 1, 2, 4, 5, 7, 8, 9, 10, 11, 15, 17, 18, 28, 30, 50, 51, 53, 54 and 65 of FOREST OAKS, a subdivision in the City of Overland Park, Johnson County, Kansas.

hereby amends Section III. SETBACK LINES of said Declaration to read as follows:

No building or part thereof exclusive of porches, porticos, stoops, balconies, bay or other windows, eaves, chimneys and similar projections, shall be nearer the street line than the building setback line shown on said plat except that a building setback line for the following described lot shall be thirty (30) feet from the street line:

LOTS 30 and 39 and LOTS 52 through 59, inclusive, FOREST OAKS, a subdivision in the City of Overland Park, Johnson County, Kansas.

1687661-105

All other setback lines shall remain as set forth on the plat as recorded with the Register of Deeds, Johnson County, Kansas and all other provisions of the Declaration shall remain unchanged except as amended hereby and by said First and Second Amendment to Declaration of Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this document the day and year first-written above.

RHW DEVELOPMENT, INC.

By Richard H. Wiens
Richard H. Wiens
President

CONSENT OF OWNERS

The undersigned, Kenneth D. Winters and Constance J. Winters, husband and wife, the owners of Lot 20, Forest Oaks, a subdivision of land in Overland Park, Johnson County, Kansas hereby consent to and approve of this Third Amendment to Declaration of Restrictions this 30 day of March, 1987.

Kenneth D. Winters
Kenneth D. Winters

Constance J. Winters
Constance J. Winters

CORPORATION ACKNOWLEDGMENT

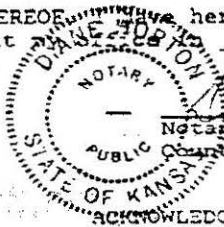
STATE OF KANSAS

} SS

JOHNSON COUNTY

In this 30th day of March, 1987, before me, appeared Richard H. Wiens, to me personally known, who being by me duly sworn, did say that he is the President of RHW Development, Inc., a Kansas corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Richard H. Wiens acknowledged said instrument to be the free act and deed of said corporation.

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



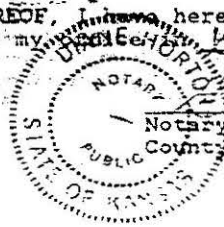
[Signature]
Notary Public in and for said County and State.

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

On this 21st day of March, 1987, before me, appeared Kenneth J. Winters and Constance J. Winters, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

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



[Signature]
Notary Public in and for said County and State.

STATE OF KANSAS
COUNTY OF JOHNSON
REGISTERED
MAR 20 1987
REGISTERED OFFICE

THIS INSTRUMENT FILED BY
LAND TITLE CORPORATION

1697007 ✓

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS AMENDMENT to Declaration of Restrictions made this 3rd day of October 1986, by RW Development Inc., a Kansas corporation, hereinafter Declarant as owner of certain property located in Overland Park, Johnson County, Kansas, as more particularly described hereinafter.

WHEREAS, Declarant is the owner of certain property hereinafter described which property is subject to a certain Declaration of Restrictions filed in Book 1550, Page 387 in the Office of the Johnson County Recorder of Deeds which, among other things, establishes certain setback lines; and

WHEREAS, said Declaration is the successor in interest to Valley Brook Development Corporation; and

WHEREAS, said Declaration provides for the amendment of setback requirements by an instrument duly executed and filed with the Recorder of Deeds, Johnson County, Kansas, pursuant to which a First Amendment to Declaration of Restrictions was filed of record on October 7, 1983, in Vol. 923, Page 210 of the records of said Recorder of Deeds.

NOW, THEREFORE, Declarant as owner and developer of, the following described property, to-wit:

LOTS 1, 4, 5, 7, 8, 9, 10, 11, 15, 17, 18, 19, 20, 28, 30, 31, 35, 33, 34 and 35 of FOREST OAKS, a subdivision in the City of Overland Park, Johnson County, Kansas.

herby amends Section III. SETBACK LINES to read as follows:

No building or part thereof exclusive of porches, terraces, stoops, balconies, bay or other windows, awned canopies and similar projections, shall be nearer the street line than the building setback line shown on said plat except that a building setback line on the following described lot shall be thirty (30) feet from the street line:

LOT 10 and LOTS 32 through 39, inclusive,
FOREST OAKS, a subdivision in the City of Overland Park, Johnson County, Kansas.

All other setback lines shall remain as set forth on the plat as recorded with the Registrar of Deeds, Johnson County, Kansas and all other

provisions of the Declaration shall remain unchanged except as amended hereby and by said First Amendment to Declaration of Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this document the day and year first written above.

RHW DEVELOPMENT, INC.

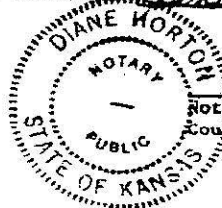
By Richard H. Wiens
Richard H. Wiens
President

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 3rd day of October, 1986, before me, appeared to me personally know, who being by me duly sworn, did say that he is the President of RHW Development, Inc., a Kansas corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Richard H. Wiens acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Johnson County the day and year last above written.



Diane Horton
Notary Public in and for said
County and State.

Term Expires: August 4, 1990,

STATE OF KANSAS } ss
COUNTY OF JOHNSON }
FILED FOR RECORD

600
1986 OCT 10 A 9 58 8
RUBIE M SCOTT
REGISTER OF DEEDS

BY _____ SEP

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 20th day of September, 1983, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Richard H. Wiens, President of RHW Development Corporation, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument in writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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


Notary Public

My appointment expires:
4/26/87

