

DECLARATION OF RESTRICTIONS

THE SYLVAN

WHEREAS, THE SYLVAN CORPORATION, a Kansas corporation, has heretofore executed a plat of all of Lots 1 to 53, both inclusive, of THE SYLVAN, which plat was recorded on the Sixth day of October, 1978, in Plat Book 45 at page 47, in the office of the Register of Deeds of Johnson County, Kansas, and has heretofore dedicated to the public all of the streets, drives, roads, avenues and terraces for street purposes as shown thereon; and

WHEREAS, THE SYLVAN CORPORATION is the owner of all of the lots shown on the aforementioned plat of THE SYLVAN, and now desires to place certain restrictions on the lots owned by it and shown on said plat, all of which restrictions shall be for the use and benefit of the present owner thereof and its future grantees.

NOW, THEREFORE, in consideration of the premises, THE SYLVAN CORPORATION, for itself and for its successors and assigns, and for their future grantees, hereby declares that Lots 1 to 53, both inclusive, of THE SYLVAN, as shown on the aforesaid plat, shall be and the same are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITIONS OF TERMS USED.

For the purpose of these restrictions, the word "street" shall mean any street, drive, road, avenue or terrace of whatever name which is shown on said plat of The Sylvan.

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 lots 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 the individual deeds from the Sylvan Corporation or from Its successors and assigns.

The meaning of the term "any interest in the above enumerated lots" includes members of the Sylvan Homes Association Inc. regardless of their dues paying status; failure to pay dues to the Sylvan Homes Association Inc. has no impact on the enforceability of these Restrictions upon a lot.

The meaning of the term "private residence purposes" shall include occupation of a lot by no more than two (2) persons unrelated by blood, marriage or adoption. At no time shall such purposes include anything done on any lot which may be or become an annoyance or nuisance to the neighborhood.

The meanings of the terms the "Sylvan Corporation" and "The Sylvan" shall include the Sylvan Homes Association Inc. as represented by a majority of its officers.

PERSONS BOUND BY THESE RESTRICTIONS.

All people and corporations who now own or shall hereafter acquire any interest in the above enumerated lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereof for a period of time ending on January 1, 2005, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION 1. USE OF LAND.

None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no flat nor apartment house, although intended for residence purposes may be erected thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designed for occupancy by a single family. The Sylvan Corporation reserves the right to maintain a residential real estate sales-business office upon any of the lots hereby restricted and owned by it for the purpose of promoting, advertising for sale, showing and selling real estate.

SECTION 2. SETBACK OF RESIDENCES FROM STREET.

No part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots hereby restricted nearer to the street than is the building line or lines of said plat of the Sylvan on the lot or lots on which such residence is erected, provided that the Sylvan Corporation shall have and does hereby reserve the right in the sale and conveyance of any of said lots to change any building Line shown thereon, and may at any time thereafter with the consent in writing of the then record owners of the fee simple title to any such lot, change any building line that is shown on said plat on any such lot or lots, or which may be established by it in such sale or conveyance, provided, however, that no change may be made at any time that will permit the erection or maintenance of any residence on any lot, exclusive of, those projections hereinafter set forth, more than 5 feet nearer to the street than the building line shown on said plat on such lot or lots. Reference is made herein to building lines for the purpose of determining the location of any residence with reference to the adjoining street or streets, and in case of relocation of any of said streets, changes may be made by The Sylvan Corporation in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets than are the building lines shown on said plat with reference to the present location of said streets, and provided, further, that The Sylvan Corporation shall have and does hereby reserve the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on said plat, and

provided, further, that the widening of any of said streets shall not, for the purpose of these restrictions, be deemed to be a relocation of such street.

Those parts of the residence that may project to the front of and be nearer to the street or streets than the building lines on said plat, and the distance that each may project, are as follows:

(a) Window Projections: Bay, bow, or oriel, dormer and other projecting windows not exceeding one story in height may project beyond the building lines not to exceed 3 feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the building lines not to exceed 4 feet.

(c) Vestibule Projections; Any vestibule not more than one story in height may project beyond the building lines not to exceed 4 feet.

SECTION 3. REQUIRED ROOF AND SIZE OF RESIDENCE.

Any residence erected on any of the lots hereby restricted shall contain a minimum of 2,000 square feet of enclosed floor area. Any two-story residence shall have a minimum of 2,800 square feet. Each residence shall have a roof which is composed of the following:

1. Wood shingles: Number 1 or 2 grade; or
2. Wood shake: Number 1 grade with minimum one-half ($\frac{1}{2}$) inch thickness measured at butt; or
3. Slate; or
4. Clay tile; or
5. Concrete tile; or
6. Solar panel; or
7. Laminated Composition Shingles with all of the following characteristics:
 - a. Architectural shingle with shadow lines and relief imitating wood shingle or wood shake; and
 - b. Installed with valleys and flashings colored to be unobtrusive and inoffensive; and
 - c. Installed with preformed ridge shingles; and
 - d. Having the appearance and color range of natural weathered cedar shingles or weathered cedar shakes; and
 - e. Minimum of five (5) color blend granules; and
 - f. Initial layer required to be placed on solid decking; and
 - g. Minimum thickness of 3/16 inch measured at exposed butt end of overlap; and
 - h. Required to be U.L. Class A fire rated material; and
 - i. Required to be a minimum expected life span of 30 years.
 - j. Any other shingle and roofing system which complies with all of the characteristics in 7 above.

k. At no time shall any "three-tab" system be acceptable.

The word "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in garages, porches or attic.

SECTION 4. RIGHT TO APPROVE PLANS.

No building or other structures, including unenclosed or covered porches, shall be erected, placed, re-constructed or altered on any of the lots hereby restricted unless the plans, specifications and plot showing the exact locations of such building have been approved, in writing, by The Sylvan Corporation. Such approval shall be based on conformity and harmony of external design and the location of the building with respect to topography and finished ground elevation with existing structures in The Sylvan.

SECTION 5. OUTBUILDINGS PROHIBITED.

No outbuilding or other detached or attached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent, in writing, of The Sylvan.

SECTION 6. OIL TANKS PROHIBITED.

No tank for the storage of fuel may be maintained on any of the lots hereby restricted, above the surface of the ground.

SECTION 7. RESTRICTIONS ON MAINTAINING PETS.

No wild, semi-wild, or domestic animals, reptiles or birds may be kept or maintained upon any of the lots hereby restricted without the prior consent, in writing, of The Sylvan Corporation, except that no more than two (2) cats, two (2) dogs, two (2) rabbits, or two (2) birds or any combination of the foregoing specific animals listed in this exception not exceeding the aggregate two (2) may be kept on any such lots without such consent.

SECTION 8. ABOVE GROUND SWIMMING POOLS PROHIBITED.

No above ground swimming pool may be constructed or maintained on any of the lots hereby restricted. Above ground hot tubs may be maintained if adequately *screened*.

SECTION 9. BILLBOARDS, SIGNS AND ADVERTISING RESTRICTED.

No signs, advertisements, billboards, or advertising structure of any kind may be erected or maintained on any of the lots hereby restricted without the prior consent, in writing of The Sylvan Corporation; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed,

which advertising board shall not be more than 5 square feet in size and may be used for the sole and exclusive purpose of advertising for sale of the lot or tract upon which it is erected.

SECTION 10. EXTERIOR TELEVISION ANTENNA OR RADIO AERIAL PROHIBITED.

No exterior television antennas or radio aerials may be kept or maintained on any of the lots hereby restricted except within the confines of the dwelling unit erected thereon. Satellite dishes with a diameter not exceeding eighteen (18) inches may be installed, but must in all cases be attached to the exterior structural walls, roof, or decking of the house, and cannot in any instance break the plane of the front elevation of the house.

SECTION 11. AUTOMOBILE REPAIRING, OVER-NIGHT PARKING OF RECREATIONAL VEHICLES, CAR-VANS, CAR-TRUCKS, TWO OR THREE WHEELED MOTORIZED VEHICLES, TRUCKS, TRAILERS, BUGGYS, CAMPERS, INOPERATIVE MOTOR VEHICLES, BOATS OR DELIVERY VEHICLES RESTRICTED.

No automotive repair or rebuilding, whether for hire or otherwise, shall occur on any of the lots hereby restricted, except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage located on such lot. No recreational vehicles, car-vans, car-trucks, two or three wheeled motorized vehicles, trucks, trailers, buses, campers, inoperative motor vehicles of any nature, boats, or delivery vehicles may *be* stored or parked on any portion of the lots hereby restricted for a period longer than fifteen (15) hours without the prior consent, in writing, of The Sylvan Corporation.

SECTION 12. BURNING OF TRASH, LEAVES, OR OTHER WASTE PROHIBITED.

Comply with city law.

SECTION 13. LIMITED USE OF MOTOR VEHICLES.

No motorized vehicle may be operated at any time on any lot hereby restricted unless the driver of such vehicle has a valid license as an operator or a chauffeur as such terms are defined by the law of the State of Kansas. No licensed or unlicensed driver may operate a motorized vehicle on any vacant lot hereby restricted without the consent, in writing, of the Sylvan Corporation.

SECTION 14. POLES, FENCES, AND WALLS RESTRICTED.

No poles, fence, wall or hedge shall be erected, constructed, constructed, planted or maintained upon any of the lots hereby restricted without prior written approval as to material, design, shape, location, species and heights, by the Sylvan.

SECTION 15. MISCELLANEOUS PROVISIONS.

(a) Windows on Front of Residence: All interior windows in front of residence shall be treated in good taste using only materials which are standard and customary in suburban residences and are in conformance and harmony with the other homes in the Sylvan.

(b) Garage Doors: 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.

(c) Exterior Clothes Lines and Poles: No exterior lines or poles may be erected on any of the lots hereby restricted.

(d) Exterior Christmas lights and/or Decorations: No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots restricted except during a sixty (60) day period beginning November 15th of each calendar year.

(e) Garage, Porch or Basement Sales: No garage, porch, or basement sale may be conducted on any of the lots without prior consent, in writing, of the Sylvan Corporation.

(f) Exterior Basketball Goals: All exterior basketball goals visible from the street shall be permanently affixed to the ground.

(g) Air Conditioning Units: No air conditioning unit shall be installed in such a manner as to project through an exterior wall or window of any residence on the lots hereby restricted without the prior written consent of The Sylvan Corporation.

(h) Care and Maintenance of Yards: All of the lots hereby restricted shall at all times be kept mowed to a height not to exceed six (6) inches and shall, at all times, be kept free from weeds, debris, trash and other litter.

(i) Solicitors Restricted: No solicitors, for any purpose, shall be permitted on any of the lots hereby restricted without the prior written consent of The Sylvan Corporation.

(j) Exterior House Colors: No residence or structure within the Sylvan shall be painted with a color not in conformity and harmony with the other homes in the Sylvan, without the prior written consent of the Sylvan.

(k) Care and Maintenance of Residence and Structures: All of the lots hereby restricted and structures thereon shall at all times be kept in good care and maintenance.

SECTION 16. DURATION OF RESTRICTIONS.

Each of the restrictions herein set forth and incorporated herein shall continue and be binding upon the Sylvan and all people and corporations who now own or shall hereafter acquire any interest in the Sylvan lots, until January 1, 2010, and shall automatically be continued thereafter for successive periods of 5 years each. Provided, however, that any one or more of the restrictions herein set forth and incorporated herein may be amended when more than 50 percent of the voting lots hereby specifically restricted, and enumerated in this instrument, execute an appropriate agreement or agreements in writing for such

purpose and file the same for record in the office of the Register of Deeds of Johnson County, Kansas, at least 1 year prior to the expiration of any successive 5 year period after January 1, 2005. Each lot is only eligible for one vote, and a "voting lot" shall be each lot which casts a vote on a proposed amendment after either: (1) being sent a certified mail letter notifying it of the proposed amendment at least twenty-one days before said vote, or (2) signing a waiver of the mailing of the certified letter. Lots which are sent or waive such notice and fail to vote will not be counted in the process; failure to vote is neither a "yes" nor a "no" vote.

SECTION 17. RIGHT TO ENFORCE.

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of the lots hereby restricted, and with its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereof, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land; and The Sylvan Corporation, its successors and assigns, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages; and failure of The Sylvan Corporation, its successors and assigns to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be waiver of the right to do so thereafter. The Sylvan Corporation, may, by appropriate agreement made expressly for the purpose, assign or convey to any person or corporation all of the right reservations and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights, or any or more of them at any time or times, in the same way and manner as though directly reserved by the or it, in this instrument. Any person against whom a legal proceeding is brought to enforce any of the restrictions herein set forth and against whom a judgment is entered, shall be liable to the enforcing party for all costs and expenses incurred by the enforcing party, including attorneys' fees.

AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS, THE SYLVAN CORPORATION, a Kansas corporation, has heretofore executed a plat of all of Lots 1 to 53 both inclusive, of THE SYLVAN, which plat was recorded on the 6th day of October, 1978, in Plat Book 45 at Page 47, in the office of the Register of Deeds of Johnson County, Kansas; and

Whereas, on September 4 1980, The Sylvan Corporation caused to be filed f record Declaration of Restrictions in the office of the Register of Deeds of Johnson County, Kansas, in Volume 1599, Pages 83 through 91; and

Whereas, all of the lots in said subdivision are the sole and separate property of The Sylvan Corporation; and

Whereas, The Sylvan Corporation desires, and hereby does, amend said restrictions as follows:

1. All of the restrictions heretofore made upon said subdivision are hereby ratified and affirmed in all respects, except as amended hereafter.

2. SECTION 3. REQUIRED ROOF AND SIZE OF RESIDENCE is hereby amended to read as follows:

Any residence erected on any of die lots hereby restricted shall have a wood shingle, claytile, solar panels, or slate roof and shall contain a minimum of 1,500 square feet of enclosed floor area.

The word "enclosed floor area" as used herein shall mean and include in all cases on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in garages, porches or attic.

IN WITNESS WHEREOF, The Sylvan Corporation by authority of its Board of Directors, has caused this instrument to be executed by its president and its corporate seal to be hereto affixed, this 7th day of April, 1981.