

**FIRST AMENDED
DECLARATION OF RESTRICTIONS**
(with 2004 Amendment and 2022 Amendment)

WHEREAS, the undersigned, Red Oak Hills Partnership, is the owner of the following described real estate as recorded in the First Plat, Second Plat and Third Plat, RED OAK HILLS, Johnson County, Kansas, to wit:

Block 1, Lots 1-30 inclusive; Block 2, Lots 1-35 inclusive; Block 3, Lots 1-29 inclusive, 30-43 inclusive, 45-49 inclusive, 51, 52, 54-57 inclusive, 59-66 inclusive, 68, 69, 72-74 inclusive, 76, 80-82 inclusive; Block 4, Lots 1-4 inclusive; Block 5, Lots 1, 2, 3, 6, 7-36 inclusive, 51-54 inclusive; Block 7, Lots 2, 4, 5, 10, 11, 12 and 14, all in RED OAK HILLS, a subdivision in the City of Shawnee, Johnson County, Kansas

WHEREAS, the above named owner desires to place amended restrictions upon the above described real estate.

NOW, THEREFORE, Red Oak Hills, its successors and assigns hereby place restriction upon the above described real estate, and any other real estate in the Red Oak Hills Subdivision which may hereinafter be brought within the terms hereof by the owner thereof, as follows:

1. No business building shall be constructed nor shall any business be carried on or maintained on any lot in said subdivision.

2. All building sites in said additions shall be restricted to one detached single family dwelling house not to exceed two stories in height. No dwelling shall be used as a rooming house or occupied by four (4) or more unrelated persons age eighteen (18) or older living together in a co-living group nor shall any dwelling be used to provide temporary housing to guests for a commercial purpose. No lot or dwelling or any portion thereof may be rented or leased for a period of less than six (6) consecutive months. All rental agreements or leases shall be in writing, and the lot owner shall be responsible for compliance by the renter or lessee of these restrictions.²

3. All buildings shall be located on lots in accordance with City ordinances. For the purpose of these covenants, eaves, steps, overhangs, and open porches shall not be considered as a part of the building provided, however, that these covenants shall not be construed to permit any portion of a building to encroach on another lot. One (1) accessory building per lot is permitted if located in the rear yard of the lot; if no larger than one hundred twenty (120) square feet in size and no taller than twelve (12) feet in height measured from the ground surface to the highest point on the roof; and if constructed in compliance with applicable codes. The exterior of accessory buildings shall be constructed of durable

² 2022 Second Amendment

materials similar to the materials and colors used on the residence and shall be well maintained. The location, exterior materials and visual characteristics of accessory buildings shall be subject to the written approval of the Architectural Committee of the Red Oak Hills Homes Association, Inc.. No accessory building shall be used as a residence.² No other structure except attached garages shall be constructed on any site. (A garage, for the purpose of the covenant or restrictions, shall be considered attached only if it is attached by roof.) Sidewalks will be installed when building is completed.

4. ~~All building designs and square footage of houses must be approved by the developer, and unless otherwise specified by the developer, all roofs will be wood shingles.~~ No building shall be erected, placed or altered, including but not limited to replacement of any roof, on any lot subject to the Restrictions until the building plans, specifications, material and, if applicable, a plot plan have been approved by the Architectural Committee of the Red Oak Hills Homes Association, Inc.. Materials and specifications of all roofs must comply with the materials and specifications in effect as approved by a simple majority vote of the membership of the Red Oak Hills Homes Association, Inc., such vote to be taken no more frequently than once every five years, beginning in the year 2009¹ ~~and every five years thereafter~~². Furthermore, the same type of roofing material currently installed on a home shall be used in any roof repairs or additions requiring the extension of the roof.¹ The ground floor area of the main structure of any building exclusive of one-story open porches and garages shall be in accordance with City ordinances. Solar panels, defined as photovoltaic panels designed to absorb the sun's rays as a source of energy for generating electricity or heating, are permitted if panels are roof mounted, installed parallel to the slope of the roof and within twelve (12) inches of the roof surface; if positioned entirely below the roof ridge and within roof edges; if symmetrical within roof planes; if all roof mounted components closely match roof shingles in color; if installed in compliance with applicable codes; and if well maintained. Solar panel locations, arrangements and all other visual characteristics of solar panel installations shall be subject to the written approval of the Architectural Committee of the Red Oak Hills Homes Association, Inc.²

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

¹ 2004 First Amendment

² 2022 Second Amendment

6. ~~No trailer, basement, tent, shack, barn or other out building shall be erected on any building site or shall at anytime be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.~~No trailer, basement, tent, shack or barn shall be placed or erected on any lot or shall at anytime be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.²

7. No cows, horses, swine, goats or poultry of any kind shall be kept on any building site.

8. No tank for storage of oil or other fluids may be maintained on any of the lots above the surface of the ground. Rain barrels, defined as sealed containers designed to capture and hold rainwater, are permitted if equipped with a cover; and if well maintained. Rain barrels shall not be visible to a person six feet (6') tall standing on an adjacent sidewalk or adjacent street at an elevation not greater than the elevation at the base of the rain barrel.²

9. No trash, ashes, or other refuse may be thrown or dumped on any lot in the addition.

10. No fence or wall shall be erected or maintained on any lot nearer a front or side street than the building set-back line except a possible ornamental fence needed to improve the house design.

11. No signs, billboard or advertising structures of any kind may be placed or stored upon any lot in this addition except for signs or billboards advertising the rental or sale of the property shown on the recorded plat are permitted, provided such signs do not exceed five (5) square feet in size.

12. No building material of any kind or character shall be placed or stored upon any lot until the fee holder thereof is ready to commence improvements, and then the material shall be placed only within the property lines of the lots upon which the improvements are to be erected.

13. Easements shall be retained by the owner for the use of public utility services where designated in said plat, with the right to construct, operate and maintain any public utility service on such easement and with the right to transfer and convey any such public utility service and easement to any municipal government or public utility corporation authorized to construct, operate and maintain any such public utility. All utility services must be underground and each property owner must furnish easements across the land from the public easement to the house for each utility service. The utility companies have the privilege of servicing the lines to the house with the right of ingress and egress to said utility lines. The owner will be responsible for opening and backfilling the trench for the initial service installation and when required to repair the buried telephone service or wire from the public utility easement to the house.

14. No television antenna or radio aerial or similar wire device shall be attached to the roof of the house or exposed in any manner.

² 2022 Second Amendment

15. No clothesline or apparatus for laundry shall be installed on any lot, unless concealed from view by a fence.

16. No mobile home or trailer either with or without wheels shall be kept on any lot. Motorboats, houseboats and other similar waterborne vehicles may only be maintained, stored or kept if housed completely within the residential structure. No non-operating motor vehicle shall be kept on any lot.

17. Oil drilling, development, operation, refining or mining operations of any kind or quarrying shall not be permitted upon or in any of the lots in Red Oak Hills subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building sites covered by these covenants.

18. ~~No burning of trash or storage of trash or garbage shall be permitted on any lot outside of the residence except that garbage and trash may be set out the evening before the trash pickup. No burning of trash shall be permitted on any lot. Trash and recycling containers shall be stored within the residence, provided, however, the storage of trash and recycling containers with lids is permitted on the exterior of the residence behind a barrier configured to ensure that the containers are not visible to a person six feet (6') tall standing on an adjacent lot, adjacent sidewalk or adjacent street at an elevation not greater than the elevation at the base of the containers. Barriers shall not be located in the front yard of the residence, or in the side yard of a corner lot between the building line of the residence and the adjacent street. Barriers shall be of durable materials such as wood or composite fencing, or dense landscaping, or both, compatible with the residence exterior and shall be well maintained. Barrier locations, materials and visual characteristics shall be subject to the written approval of the Architectural Committee of the Red Oak Hills Homes Association, Inc.. Trash and recycling containers, and yard waste shall only be placed or remain at the street within twenty-four (24) hours of the scheduled collection.~~²

19. No radio station of any type shall be operated from any lot or residence.

20. A Homes Association may be formed by the developer or by any three owners of property within the above-described Red Oak Hills lots upon recordation with the Register of Deeds a Certificate of Substantial Completion by the developer, Red Oak Hills Partnership. Upon formation, the Home Association shall have the power and authority to assess individual lots, whether now within or hereinafter brought within the terms of this declaration, such sums as are necessary to properly maintain common areas in the subdivisions or to construct improvements on said common areas. Additionally, the Homes Association shall have the authority to enforce the provisions of this declaration as provided herein.

² 2022 Second Amendment

21. ~~The restrictions herein set forth shall run with the land and bind the above parties, their heirs, trustees, assigns and grantees for twenty (20) years from the date of recording and shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the real estate according to square feet, successive periods of five (5) years from the date of recording this amendment unless by vote of the majority of the then owners of the real estate according to the number of lots;~~¹ it is agreed to change restrictions in whole or in part *The restrictions herein set forth shall run with the land and bind the above parties, their heirs, trustees, assigns and grantees for five (5) years from the date of recording of this amendment after which time, such restrictions shall continue to run with the land and bind the above parties, their heirs, trustees, assigns and grantees for successive periods of five (5) years, unless, by a vote of the majority of the then owners of the real estate according to the number of lots, it is agreed to change the restrictions in whole or in part and such changed restrictions are recorded with the Johnson County Register of Deeds*². All parties claiming by, through and under the above parties shall be taken to agree with the above parties their heirs, assigns and grantees to conform to and observe each and all of the foregoing restrictions. No restrictions herein set forth shall be personally binding on any corporation, person or persons except in respect to any breach committed during its, his or their possession or ownership of the title to said land. ~~The owner or owners of any part of said land, or the Homes Association, if formed, shall have the right to sue for and maintain an injunction preventative or mandatory to prevent the breach or enforce the observance of any of the restrictions herein set forth at any time shall in no event be deemed to be a waiver of the right to do so thereafter, or waiver of future violations of said restrictions.~~ *The owner or owners of any part of said land, or the Homes Association, if formed, shall have the right to sue for and maintain an injunction preventative or mandatory to prevent the breach or enforce the observance of any of the restrictions herein set forth*¹ *and the Homes Association shall have the right to recover its reasonable attorney's fees and costs in addition to all other legal or equitable remedies to which it may otherwise be entitled in connection with such proceedings*². *Failure to exercise the restrictions herein set forth at any time shall in no event be deemed to be a waiver of the right to do so thereafter, or waiver of future violations of said restrictions*¹. The invalidation of any of these restrictions by judgment or court order shall in no way effect the other provisions which shall remain in full force and effect.

¹ 2004 First Amendment

² 2022 Second Amendment

IN WITNESS WHEREOF, the undersigned trustee has caused this instrument to be executed as of the 31st day of Oct, 1984.

RED OAK HILLS PARTNERSHIP

By _____

David K. Miller Trustee