

Sealed in Title Company
at Park
Olathe, Kansas 66151-0203
(913) 782-5522

1768975 ✓
RESTRICTIONS

296.3 acem.

I, David K. Miller, Trustee for Red Oak Hills Partnership, hereby state that certain restrictions filed in Volume 2104, Page 605, hereby affect the following said property:

Lots 40-47, Block 2, REPLAT OF RED OAK HILLS
SECOND PLAT; Lots 3, 7-11, and Open Space,
Block 2, a subdivision in the City of Shawnee,
Johnson County, Kansas; and,

Lots 31-40, Block 1, REPLAT OF RED OAK HILLS,
FIRST PLAT, Lots 5 and 6, Block 1, Lots 20-27,
Block 1, and Tract A, Block 5.

The above said property, prior to its replatting, was encumbered by said restrictions filed in Volume 2104, Page 605. The restrictions run with the land, and therefore encumber the replatted property as stated above. This instrument is being given to merely clarify that the ground is indeed restricted.

Dated this 2nd day of February, 1988, by,

STATE OF KANSAS }
COUNTY OF JOHNSON } 53
FILED FOR RECORD

500

1988 FEB -3 P 1: 52 3

David K Miller
David K. Miller, Trustee
Red Oak Hills Partnership

RUBIE M. SCOTT
REGISTER OF DEEDS

State of Kansas

County of Johnson

On this 2nd day of February, 1988, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared David K. Miller, Trustee for Red Oak Hills Partnership, to me personally known to be the same person who executed the within and foregoing instrument of writing and acknowledged to me that the same was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and Notary Seal the day and year last above written.

MEG. L. KERSTETTER
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires 11-1-89

Meg L Kerstetter
Notary Public

My commission expires: November 1, 1989

Security
32953

1606940 ✓

CERTIFICATE OF SUBSTANTIAL COMPLETION
AND
DECLARATION OF HOMES ASSOCIATION

Whereas, the undersigned, Red Oak Hills Partnership (hereinafter referred to as the "Developer") is the owner and developer 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:

RED OAK HILLS, a subdivision in Johnson County, Kansas, according to the recorded plat(s) thereof as filed in the Johnson County Office of Register of Deeds.

Whereas, the above named owner and developer finds that such land, collectively known as the Red Oak Hills subdivision, is substantially complete, in that it has been platted and lots are ready to be sold, subject, however, to Developer's continuing right to annex additional land into the subdivision, and

Whereas, the above named owner and developer desires that a Homes Association be formed for the benefit of the land in the subdivision;

Now, Therefore, Red Oak Hills Partnership declares the Red Oak Hills Subdivision substantially complete and declares the formation of a Homes Association upon recordation with the Register of Deeds the Articles of Incorporation by the Developer creating such Homes Association. The Homes Association shall be known by the name of Red Oak Hills Homes Association, Inc.

A. Membership in Association. Every owner of a lot which is subject to assessment shall be a member of the Association and the Association shall administer all common area. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

B. Voting Rights. There shall be two classes of voting membership in the Association which rights shall be exercised as provided below.

Class A. Class A members shall be all owners with the exception of Developer and such members

Vol. 2344 P. 832

shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members; however, they shall all collectively exercise the one vote with respect to any lot.

Class B. The sole Class B member shall be Developer and such member shall be entitled to two votes for each lot owned. The Class B membership shall cease and shall be converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, which by virtue of the two to one ratio of votes between Class B and Class A will occur when sixty-six (66%) percent of the lots included within this declaration at that time have been sold by Developer; provided however, that if additional land is thereafter annexed into the Association and the subdivision so as to create an additional number of lots of such an amount that the proportion of lots sold is decreased below sixty-six (66%) percent, then and in that event the Class B membership shall automatically be recreated in the same manner and in the same condition as it originally existed.

C. Covenant and Lien for Assessments. The Developer for each lot owned within the subdivision and the Association hereby covenants and agrees to pay, and each owner of any lot by acceptance of a deed is deemed to covenant and agree to pay, to the Association;

(1) Monthly assessments or charges;

(2) Special assessments for capital improvements; and

(3) Any other assessments for such expenses as are hereinafter created for by the Association or provided for in this declaration. All assessments shall be fixed, established and collected from time

to time as hereinafter provided. Such assessments, together with the interest thereon, costs and reasonable attorney's fees involved in any collection thereof, shall be a charge and a continuing lien in favor of the Association upon the real estate or lot against which each such assessment is made. Such lien shall arise and run from the time at which any assessment remains unpaid for thirty (30) days after the same has become due and payable. Interest shall run on any unpaid assessment at the then current judgment rate as provided in the laws of the State of Kansas. The Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property through proceedings in any court having jurisdiction of suits for the enforcement of such liens. Provided however, the lien for assessments provided herein shall be subordinate to the lien of any pre-existing first mortgage placed upon any property subject to assessment. Such liens may be recorded, shall run with the land and no sale, transfer or refinancing of any lot shall affect the assessment lien.

D. Use of Assessment Monies. Assessments levied by the Association shall be used to enhance the property and to promote the recreation, health, safety and welfare of the residents in the subdivision and owners of lots and for the improvement and maintenance of all common areas.

E. Creation of Assessments. The Board of Directors of the Association shall fix the monthly assessment per lot in accordance with the Articles of Incorporation to be subsequently filed with the Register of Deeds of Johnson County, Kansas and the Bylaws adopted by the Association. The maximum monthly assessment may be increased each year, after the first initial such assessment, by no more than fifteen (15) percent above the maximum monthly assessment

for such initial year or the previous year without any vote of the membership in the Association. A majority vote of the membership conducted in accordance with the Bylaws of the Association shall be required to increase any maximum monthly assessment by more than fifteen (15) percent. Provided however, the Association may levy in any year a special assessment applicable to any year and future years for the purpose of defraying part or all of the expenses as to the cost of reconstruction, repair or replacement of capital improvements on the common area, and/or the construction of new capital improvements. Such special assessments shall be levied only upon the vote of two-thirds (2/3) of the voting power of members present in person or by proxy at a meeting of the members called pursuant to the notice provisions contained in the Articles of Incorporation and any applicable Bylaws, and conducted in accordance with said Bylaws.

F. Rate of Assessment. Both monthly assessments and special assessments must be fixed at a uniform rate for all similar lots, and monthly or less frequent due dates shall be established by the Board of Directors of the Association so as to provide for efficient collection of assessments. Provided however, nothing herein contained shall prevent the Board of Directors of the Association from assessing different sizes or types of lots with varying assessments and amounts thereof as long as all similar lots pay a uniform and equal rate. All assessments of owners, other than the Developer, shall commence on the 15th day of the month following such owner's acquisition of any lot within the subdivision or the Association.

G. Maintenance of Common Area. The Association shall provide for the perpetual maintenance of all common areas, footpaths, jogging paths (and easements therefore), utilities, buildings and equipment thereon. Each owner shall be responsible for the maintenance of such owner's

lot and any improvements thereon, provided however, the Association may, by vote of three-fourths of its members present at a meeting in person or by proxy provide for the grounds keeping of all owners' lots and to include the costs thereof as a part of the monthly assessments. Further, all owners or members who own similar lots may vote by the same majority to provide for such maintenance to assess such similar lots without the requirement of such grounds keeping on other, dissimilar lots in the Association, in which event, assessments for such grounds keeping shall apply only to such similar lots of the same category and not to other lots in the Association. In the event that the Association fails to adequately and properly maintain any common area, the City of Shawnee, Kansas is hereby granted a perpetual easement in such event to enter upon the common area to maintain same.

H. Easements and Right-of-Way. Developer, the Association and, as provided herein, the City of Shawnee, shall have a right of access and an easement to, over and through all of the common area, dedicated easements and platted easements contained within the Association and the subdivision for all purposes which enable such parties to perform their obligations, rights and duties with regard, to maintenance, repair, restoration and/or servicing of utilities for the common area in the subdivision.

I. Insurance. The Board of Directors shall obtain and maintain, to the extent obtainable, fire and other hazard insurance of standard extended coverage, vandalism and malicious mischief endorsements, insuring all common area and improvements thereon, and public liability insurance in such limits as the Board of Directors may from time to time determine, covering the same common area and improvements with cross liability endorsement to cover the members and owners in the Association. The Board of Directors may also obtain such other insurance as it may

determine from time to time to be necessary with all premiums for all policies purchased by the Association to be charged as a common expense over all property contained within the subdivision and to be paid from the assessments thereon.

J. Annexation of Additional Land. Developer shall have the right to annex additional land into the subdivision and the Association, in which event the owners in such additional, annexed land shall have the same rights in the Association as are contained herein. Upon Annexation, the owners of such additional land shall have the same rights to the common areas in the Association and the same right of ingress and egress to the property as the original owners. All annexations shall be made by Developer filing a declaration of annexation, describing the property to be annexed, in the office of the Register of Deeds of Johnson County, Kansas.

25. Notices. Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent and received when mailed, postage prepaid to the last known address of the person who appears as an owner on the records of the County Appraiser and Register of Deeds of Johnson County, Kansas at the time of such mailing.

IN WITNESS WHEREOF, the undersigned hereby executes this instrument on this day and year first above written.

COUNTY OF JOHNSON
FILED

10-1000 MAY 27 11:24 AM '86
REGISTER OF DEEDS

RED OAK HILLS PARTNERSHIP
Developer

By David K. Miller
David K. Miller, Partner

STATE OF KANSAS)
) ss.:
COUNTY OF JOHNSON)

On this 21st day of May, 1986, before me, a Notary Public in and for said county and state, personally appeared David K. Miller, Partner of Red Oak Hills Partnership, known to me to be the person who executed the within Declaration of Restrictions on behalf of said partnership and acknowledged to me that he executed the same for the purposes therein stated.

MEG L. KERSTETTER
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires 11-1-89

Meg L. Kerstetter
Notary Public

My Commission Expires: 11-1-89

Security
FIDELITY
assure

1509353 ✓

FIRST AMENDED
DECLARATION OF RESTRICTIONS

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, 7-16 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 restrictions upon the above described real estate, and any other real estate in the Red Oak Hills Subdivision which may hereafter 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.
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. 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. 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.

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.

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.

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.

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 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 service 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.

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 vehicles 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 of the 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.

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 Homes Association shall have the power and authority to assess individual lots, whether now within or hereafter 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.

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, it is agreed to change restrictions in whole or in part. 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 preventive 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 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.

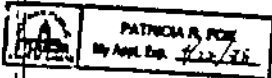
IN WITNESS WHEREOF, the undersigned trustee has caused this instrument to be executed as of the 31st day of Oct, 1984.

RED OAK HILLS PARTNERSHIP

By David K. Miller
David K. Miller, Trustee

STATE OF KANSAS)
) ss.:
COUNTY OF JOHNSON)

On this 31st day of October, 1984, before me, a Notary Public in and for said county and state, personally appeared David K. Miller, Trustee for Red Oak Hills, a partnership, known to me to be the person who executed the within Declaration of Restrictions and acknowledged to me that he executed the same for the purposes therein stated.



Patricia R. Fox
Notary Public Patricia R. Fox

My Commission Expires: April 22, 1988

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

1984 DEC 28 P 2:01 3

90 ROBERT H. SCOTT
REGISTER OF DEEDS

BY _____ DE:

VOL 2104 PAGE 609

Ready Title Company
Patent Plus Marketing
Cable: Patent Plus
1-800-889-8893

1235737

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

079 JUL 12 PM 1 41

DECLARATION OF RESTRICTIONS

REGISTERED
BY _____
DEC

WHEREAS, the undersigned, Red Oak Hills Partnership, is the owner of the following described real estate as recorded in Plat Book 45, Pages 41, 42, Johnson County, Kansas, to wit:

Block 6, Lots 1-21 inclusive and Block 5, Lots 37-40 inclusive and Block 2, Lots 16-39 inclusive of Red Oak Hills Second Plat and Block 3, Lots 27-29 inclusive, Block 4, Lots 1-11 inclusive and Block 4, Lots 22-24 inclusive of Red Oak Hills Third Plat, all in RED OAK HILLS, a subdivision in the City of Shawnee, Johnson County, Kansas.

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

NOW, THEREFORE, Red Oak Hills, its successors and assigns hereby place restrictions upon the above described real estate 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.
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. 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. 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.
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.
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.
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.

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 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 service 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.

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 vehicles 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 of the 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.

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

20. 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, it is agreed to change restrictions in whole or in part. 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 shall have the right to sue for and maintain an injunction preventive 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 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.

IN WITNESS WHEREOF, the undersigned trustee has caused this instrument to be executed as of the 11th day of July, 1979.

RED OAK HILLS PARTNERSHIP

By David B. Anderson
David B. Anderson, Trustee

State of Kansas)
County of Johnson)

BE IT REMEMBERED, that on this 11th day of July, 1979, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David B. Anderson, Trustee for Red Oak Hills, a partnership, who is personally known to me to be the same person who executed, the within instrument of writing on behalf of said Partnership, and such person duly acknowledge the execution of the same to be the act and deed of same.

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

My commission expires:

My Appointment Expires March 18, 1981

Evelyn L. Duoling
Evelyn L. Duoling Notary