

Declaration of Restrictions

Shadow Ridge Subdivision

WHEREAS, a plat of land known as Shadow Ridge, has been filed with the register of Deeds of Johnson County, Kansas at Plat Book 130, Page 9 and

WHEREAS, said plat creates said Shadow Ridge, composed of lots and tracts described on Exhibit "A" attached hereto; and

WHEREAS, said plat dedicated to the public all the streets and roads shown on the said plat for use by the public; and

WHEREAS, Shadow Ridge Development, LLC, a Kansas Limited Liability Company ("Developer") is the owner of all land shown on the aforesaid plat and now desires to place certain restrictions thereon, all of which restrictions being for the use and benefit of the developer, and for its future grantees and assigns.

NOW, THEREFORE, in consideration of the premises, the Developer for itself and its successors, grantees, and assigns, hereby agrees that all of the lots, tracts and land shown on Exhibit "A" shall be and they are hereby restricted as to their use in the manner hereinafter.

DEFINITION OF THE TERMS USED

For the purposes of these restrictions, the word "Developer" shall mean Shadow Ridge Development, LLC, A Kansas Limited Liability Company.

The word "street" shall mean any street, road, drive or terrace or whatever name, as shown on said plat of Shadow Ridge.

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 conveyed, which may consist of one or more numbered lots, as platted and upon which a residence may be erected in accordance with the restrictions hereinafter set for, or set forth in individual deeds. A "corner lot" shall be deemed to be any lot as platted or any tract of land conveyed, have more than one street contiguous to it.

The word "tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.

The term "district" is used in this agreement shall mean all of the land described on Exhibit "A" attached hereto (herein "Shadow Ridge"). If or when other land shall, in the matter hereinafter provided for, be added to that described above, then the term "district" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modifications thereof. The term "improved property" as used herein shall be deemed to mean a single tract under a single ownership and used, and on which a tract a residence has been erected or in the process of erection on which any other building not in violation of the restrictions then of record thereof is erected or in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "public places" as used herein shall be deemed to mean all streets.

The term "owners" as herein used shall mean those persons or companies or corporations who from time to time own the land within the district.

The term "structure" shall mean anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground and shall have the broadest meaning consistent with the intent of the Restrictions to create and maintain the highest standards of quality and aesthetics within Shadow Ridge.

PERSONS BOUND BY THESE RESTRICTIONS

Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above described lots hereby restricted shall be taken to hold and agree and covenant with the owners of said lots, and with their successors and assigns, to conform and observe the following covenants, restrictions, and stipulations as to use thereof and the construction of residences and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending December 31, 2028 provided, however, that each of said restrictions shall be renewed in the manner hereinafter set forth.

The covenants are to run with the land shall be binding in all owners within the subdivision and their grantees, heirs and assigns, all persons claiming under them until December 31, 2028 and shall be automatically continued thereafter for successive periods of twenty-five (25) years each, unless the owners of the fee title to the majority of said lots shall be resolution at a special meeting called for the purpose upon mailed notices to all owners, release, change or alter any or all of the said restrictions at the end of any such twenty-five (25) year period within two (2) years prior to said expiration. The following restrictions or protective covenants shall be kept by all persons owning, occupying, or using said land and may be enforced by injunction, mandatory or otherwise; the Association may recover its reasonable fees in connection with such proceedings.

If any party hereto, or any of its grantees or assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in Shadow Ridge to prosecute any proceedings at law or equity against the person or persons violating any such covenants and either prevent him, her or them from so doing or to recover damages for such violation.

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

1. No lot in Shadow Ridge shall be used except for residential one-family residences. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling not to exceed two and one-half (2.5) stories in height, not exceeding thirty-five (35) feet from finished grade and an attached private garage for not less than two cars.
2. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Developer as to quality of workmanship and materials, harmony of external design and colors with existing structures and landscape, and as to the location with the respect to topography and finished grade elevation, exterior color of dwellings, outbuildings, and structures shall at all times be subject to the approval of the Developer. No fences shall be erected, placed or altered without the prior approval of the Developer.
 - a. No building shall be located nearer than thirty (30) feet to the existing street lot line as shown in the record plat(s) of Shadow Ridge.

- b. No building shall be located nearer than seven (7) feet to any interior lot line.
- c. For the purposes of these covenants, eaves, steps, and open porches shall be considered part of a building, provided, however that this shall not be constructed to permit any portion of a building, on a lot encroached upon another lot.
- d. No fencing shall be permitted upon any of the lots unless such fencing shall be built with methods and material, which harmonize with external design of building in Shadow Ridge; no fence shall exceed six (6) feet in height and all fences shall be subject to the approval of the Developer and the City of Olathe, KS.
- e. All constructed houses shall external driveways consisting exclusively of property constructed concrete surfaces; all lots, regardless of house location thereon, shall be fully sodded provided, however no sodding shall be required where, in the opinion of the Developer, soil lighting or topographical conditions would make sodding impractical or unreasonable expense, and provided further no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonable attractive shall be implied.
- f. Each lot shall be used for a single-family residence only; provided, however, that the Developer reserves the right to utilize one or more lots for common areas or common amenities.
- g. The above lots may be improved, used, or occupied only for private residences, and no flat, duplex or apartment house, though intended for residential purposes, may be erected therein.
- h. No residence shall be more than two and one-half (2.5) stories in height, except that split-level construction shall be permitted.
- i. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently.
- j. No dwelling or residence shall be occupied until fully completed, except for exterior painting and minor trim details, and such dwelling or residence must be fully completed within twelve (12) months after the first earth excavation is started. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in damaged condition longer than three (3) months.
- k. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept on, provide they are not kept, bred or maintained for any commercial purpose, and further provided that no more than two (2) dogs and/or cats shall be kept on any residential lot.
- l. No school or other busses, motor homes, mobile homes, autos, campers, camper-trailers, recreational vehicles, tractor or truck, with a capacity in excess of $\frac{3}{4}$ ton truck with camper attached or boat shall be parked or left outside on any lot for more than twenty-four (24) hours at any one time. No major work shall be done on any car, truck, trailer, or other vehicle while parked outside the garage or in the street. No cars, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in OPERATING CONDITION with current license plate or whose presence might create an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot at the curb. No trash, old appliances, junk, or other refuse shall be allowed to accumulate on any lot in the subdivision.
- m. All doors on garages located on the lots hereby restricted shall be kept closed, except when opened for the purpose of parking or removal of motor vehicles.
- n. No exterior clothesline or poles may be erected or maintained on any of the lots hereby restricted.
- o. No exterior holiday lights and/or holiday decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period.
- p. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited, except on lots that have residence under construction.

- q. No radio or television aerial wire, antenna, antenna tower, satellite dish or energy collector shall be maintained outside of any structure, unless approved in advanced by the Developer.
 - r. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above or below the surface of the ground, except when deemed necessary by the owner, subject to the exclusive prior approval of the Developer, which shall be prerequisite to the permissible construction of said tanks.
 - s. No trash, ashes or other refuse shall be thrown, dumped or placed upon any undeveloped portion of said land.
 - t. Lawns shall be kept in good condition as soil, climate, and other natural conditions permit, and grass shall not be permitted to create an unsightly appearance.
 - u. Any property owner or property subject to the restrictions herein set forth may construct, for their personal use, one in ground swimming pool. No above ground swimming pools shall be permitted; said owners of property subject hereto shall further be allowed to construct a properly designed tennis court, however, no lighting shall be permitted on said tennis court for evening use. All swimming pools and tennis courts shall be subject to Developer.
 - v. No detached storage buildings/structures shall be allowed without the approval of the Developer.
 - w. No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any lot without the approval of the Developer.
 - x. No basketball goals shall be permitted without the approval of the Developer as to the height, placement, and construction materials.
 - y. No signs of any type shall be allowed, whether or not attached to a dwelling, except such signs as may be erected, placed or approved by the Developer or the Association; provided, however, that one (1) sign listing property for sale, not exceeding (2) feet by two (2) feet, may be erected on each lot.
3. Once all lots have single family residences constructed on them, or the Developer has ceased doing business in the State of Kansas for any reason, the Developer will no longer be responsible for adherence to any restrictions contained herein by a resident.
4. Easements for installation and maintenance for utilities and drainage facilities are reserved on the front, side, or rear of each tract. Within these easements, no structure, planting, or other material shall be permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channel in the easements or which may obstruct or retard the flow of water through drainage channels in the easements, The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.
5. All single-story residences shall have a total finished ground floor area of less than 1600 square feet. All two-story residences shall have a total finished floor area of 1800 square feet. All one and one-half story residences shall have a total finished floor area of 1700 square feet.
6. All roofs shall have a life expectancy of at least thirty (30) years; all shall be subject to the Developer.
7. No structure shall be moved onto any of the property hereby restricted and no outbuilding, structure, or appurtenance whatsoever shall be erected, installed or placed on the property hereby restricted without the approval of the Developer.

8. It is agreed that if the owner of any vacant lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the Developer shall have the authorization to do so and the cost thereof may be taxed as a lien against the property.

9. Owners of all Lots in Shadow Ridge, a subdivision in Olathe, Johnson County, Kansas containing landscaping easements for said subdivision, shall be individually responsible for maintenance of said easement situated on the respective property.

OPTIONS TO EXCLUDE APPLICABILITY OF THE TERMS AND CONDITIONS OF THE
FOREGOING DECLARATION TO CERTAIN REAL PROPERTY TO WHICH SAID DECLARATION
APPLIES

The parties hereto expressly agree and stipulate that the legal owner of all of the real property described herein, SHADOW RIDGE DEVELOPMENT, LLC shall have the power to waive any or all of the restrictions or covenants contained herein to said real property remaining undeveloped or unimproved and under the ownership of SHADOW RIDGE DEVELOPMENT, LLC.

