

DECLARATION OF RESTRICTIONS

MILL CREEK MEADOWS, FIRST PLAT

DEFINITION OF TERMS USED

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

The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "lot" as used herein may mean any numbered lot as platted and upon which a residence may be erected in accordance with the restrictions herein set forth.

A "corner lot" shall be deemed to be any lot as platted having more than one street contiguous to it.

The term "Association" shall mean the Mill Creek Meadows Home Owners Association, a Kansas not-for-profit corporation.

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 corporations who may from time to time own the land within the district.

The word "floor" as used herein specifically excludes a concrete slab.

The words "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 basements, garages, porches, or attics; provided, however, that certain interior areas of the second floor need not be immediately finished for occupancy if the residence is so designed and built that such area can be finished at a later date without any structural changes being made in the exterior of the residence.

The term "ACC" shall mean the Architectural Control Committee. For a definition please refer to the by-laws.

PERSONS BOUND BY THESE RESTRICTIONS:

All persons and corporations who 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 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 thereon for a period of time ending on December 31, 2025, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION I. USE OF LAND:

None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no two family homes or multi-family homes, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designated for occupancy by a single family and each such residence shall have an attached and enclosed garage designed for the parking therein of at least two (2) passenger vehicles eighteen (18) feet in length. Off-street parking, exclusive of garage interiors, shall be provided and maintained on each lot, hereby restricted, for not less than four (4) automobiles; all off-street parking surfaces, including driveways, shall be initially constructed and thereafter maintained with concrete having a strength of not less than 4,000 P.S.I. No pumps, swings, swing sets, slides or similar objects, regardless of the materials used or the intended purpose or use thereof, may be erected or maintained within the front or side building lines on any of the lots hereby restricted without the prior consent, in writing, of the ACC. No business or commercial enterprise of any nature shall be conducted on the land herein described.

SECTION II. REQUIRED HEIGHT OF RESIDENCES:

Any residence erected on any of the lots hereby restricted shall not be more than two (2) stories in height, provided, however, that a residence more than two (2) stories in height may be erected thereon with the prior consent in writing of the ACC.

SECTION III. 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 front street or the side street than is the front building or the side building line shown on said plat of MILL CREEK MEADOWS on the lot or lots on which such residence may be erected, provided.

Those parts of the residence which may project to the front of and be nearer to the front street and the side streets than the front building lines and the side building lines shown on said plat, and the distances which each may project are as follows:

- a) Window Projections: Bay or other projecting windows may project beyond the front building line and the side building line not to exceed three (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 front building line and side building line not to exceed four (4) feet.
- c) Vestibule Projections: Any vestibule not more than one (1) story in height may project beyond the front building line and the side building line not to exceed four (4) feet.

SECTION IV. REQUIRED SIZE OF RESIDENCES:

Two (2) story and One and one-half (1 1/2) story residences shall contain a minimum of one thousand eight hundred (1800) square feet of enclosed floor, area and shall contain a minimum of one thousand (1,000)

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square feet on such enclosed floor area on the first floor thereof. Ranch style residences shall contain a minimum of one thousand (1,000) square feet of enclosed floor area.

The ACC reserves the absolute and incontestable right to determine whether the enclosed floor area of any split-level or bi-level residence (as distinguished from traditional one and one-half (1 1/2) or two (2) story residences, and/or the enclosed floor area on the first floor thereof, meets the minimum requirements provided for hereunder, and such determination shall be final. The Developer hereby also reserves the right to reduce any of the enclosed floor area requirements set forth above.

SECTION V. FREE SPACE REQUIRED:

The main body of any residence, including attached garages, attached greenhouses, ells and porches, enclosed or un-enclosed, covered or uncovered, but exclusive of all other projections set forth in Section IV, erected or maintained on any of the lots hereby restricted or on any part or part thereof, as shown on the aforesaid plat, shall not occupy more than eighty percent (80%) of the width of the lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plat.

SECTION VI. RIGHT TO APPROVE PLANS:

No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building, have been approved, in writing, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the ACC . The right to approve plans as aforesaid shall be vested in an "Architectural Control Committee" (ACC) . Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

- a) Exterior elevations delineating front elevation, back elevation, and both side elevations.
- b) A site plan of the house as it will set on the lot and the location of driveways.
- c) Floor plan.
- d) A list of all exterior materials to be used which will include roof, masonry, siding and windows.
- e) A schedule of exterior colors to be used.

The documentation listed above is intended only as a minimum requirement and the ACC shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

In the event said Committee, or its designated representative, fails to approve or disapprove such design and location thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

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Anything in this Declaration of Restrictions to the contrary notwithstanding, the ACC, shall have and does hereby reserve the right to determine the location of all buildings upon a respective lot or lots, except as it may be restricted in the making of such determination by the provisions of Sections IV and IV herein, and the relation of the top of the foundation of said building to the street level.

SECTION VII. MAINTAINING SIGHT DISTANCE:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the property line with 'the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION VIII. REQUIRED BUILDING MATERIAL:

Exterior Walls of all buildings, structures and all appurtenances thereto shall be of brick, stone, stucco, wood siding, wood paneling, plate glass, Masonite, or .any combination thereof. Manufactured stone, lava rock, wood shingles and asbestos shingles for exterior walls are prohibited Windows, doors and louvers shall be consistent with the neighborhood. Roofs shall be covered with "Timberline" or equivalent 30 year composition shingles, weathered wood in color. Any building products which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by the ACC. Fireplaces may be mechanical or masonry. All wood and Masonite exteriors shall be covered with a workmanlike finish of paint, and/or stain, unless another finish is approved in writing by the ACC.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. The term "commencement of construction", as used herein and in the preceding paragraph, shall mean the pouring of foundation walls. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six (6) months. Any owner of a structure in violation of this section may, in the discretion of the ACC, be assessed a fine payable to the HOA.

The fine provided for herein if not paid when due by said owner, shall become a lien upon the real estate upon which the structure in violation of this section is located, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. Said fines shall be due thirty (30) days from the date of notification of the then record owner of any lot upon which the violation occurs, and if not paid within said thirty (30) day period, shall bear interest at the rate of twelve percent (12%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the HOA in any court in Johnson County, Kansas, having jurisdiction of suit for the enforcement of such liens.

SECTION IX. LAWNS AND YARDS.

The entire front, rear and side yards of every lot in MILL CREEK MEADOWS and the unpaved portions of street easements contiguous thereto, shall be sodded with grass at the earliest time after construction of a dwelling on said lot as the weather will permit, and in no instance will seeding or plugging be considered a substitute for original sodding without the prior consent in writing of the ACC.

Lawns shall be kept in good condition as soil, climate and other natural conditions permit, and grass shall not be permitted to reach a height of six (6) inches or more or otherwise create an unsightly appearance. In the event such grass is not kept within the height limitation above, the Association shall have the right to have such grass cut, and the cost therefore collected from the owner in the same manner as Association dues.

No artificial vegetation shall be permitted on the exterior of any lot; exterior sculptures, fountains and other similar yard decor shall be subject to the prior approval of the ACC.

SECTION X. OUTBUILDINGS PROHIBITED:

No building or other detached structures appurtenant to the residence may be erected on any of the lots hereby restricted.

SECTION XI. FENCES, WALLS AND SHRUBS:

No fence, wall, shrub or hedge shall be erected, constructed, planted or maintained upon any of the lots hereby restricted without prior written approval as to material, design, shape, location, species and height by the Architectural Control Committee and said ACC shall have complete discretion with regard to such approval, provided, however, the said ACC shall not approve any fence, wall, hedge or shrub that violates Section VIII hereof nor shall the ACC approve any fence or wall more than two (2) feet in height which is to be located within the front building line of any lot hereby restricted.

SECTION XII. SWIMMING POOLS:

No above ground swimming pool may be maintained upon any of the lots hereby restricted. Below ground level swimming pools may be constructed and maintained with the prior written consent of the ACC, its successors or assigns.

SECTION XIII. OIL OR OTHER FLUID STORAGE TANKS PROHIBITED:

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

SECTION XIV. OUTSIDE ANTENNAS OR TOWERS PROHIBITED:

No radio or television antennas or towers may be kept or maintained on any of the lots hereby restricted except within the confines of a dwelling unit erected thereon.

SECTION XV. RESTRICTIONS ON SATELLITE DISHES:

Not more than one satellite dish with a diameter of 36" or less, with prior approval thereof by the City of Shawnee, Kansas, may be maintained on the lots hereby restricted.

SECTION XVI. RESTRICTIONS ON MAINTAINING PETS:

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

SECTION XVII. BILLBOARDS PROHIBITED:

Except for entrance signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the HOA, no sign, billboards, objects or advertising devices of any character shall be erected, posted, displayed or permitted to remain upon any of the lots hereby restricted or upon or visible from within any improvement located upon such lot.

SECTION XVIII. AUTOMOBILE REPAIRING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, ETC.

No major 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 school or other buses, motor homes, mobile homes, autos, campers, camper-trailers, recreational vehicles, tractors or trucks shall be parked at the curb for more than twenty-four (24) hours at any one time. No school bus, camper, motor home, mobile home, camper, camper-trailer, recreational vehicle, tractor, truck with a capacity in excess of 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; such vehicles shall be stored in a garage if kept on a lot for more than twenty-four (24) hours. No vehicles, boats or campers that are not in operating condition, are not registered 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 or at the curb.

SECTION XIX. AIR CONDITIONERS.

No air conditioning apparatus or unsightly projections shall be attached or affixed to the front, or side adjacent to the street in a corner lot, of any residence.

SECTION XX. OFFENSIVE ACTIVITIES:

No noxious or offensive activities, as so defined by the owners of a majority of the lots within MILL CREEK MEADOWS, shall be carried on upon any lot, nor shall anything be done hereon which may become an annoyance to the neighborhood.

SECTION XXI. RENTING AND LEASING

No property within MILL CREEK MEADOWS may be rented, leased or sub-leased.

SECTION XXII. TEMPORARY RESIDENCE

No trailer, tent, shack, garage or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.

SECTION XXIII. SOLAR PANELS AND COLLECTORS

No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any lot. hereby restricted without the prior consent in writing of the ACC.

SECTION XXIV. MISCELLANEOUS PROVISIONS:

- a) Exterior Clothes Lines and Poles: No exterior clothes lines or poles may be erected or maintained on any of the lots hereby restricted.
- b) Exterior Christmas Lights and/or Decorations: No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted except during a sixty (60) days period beginning November 15th of each calendar year.
- c) Dogs Running at Large: Dogs shall be confined No dog shall be allowed to run at large on the lots or tracts hereby restricted.
- d) Occupancy Permit Required: No residence on any of the lots hereby restricted shall be occupied until an occupancy permit, applicable thereto, has been issued by the City of Shawnee, Kansas.
- e) Dumping of Trash: No trash, including concrete, construction materials and yard debris shall be placed or dumped on any undeveloped lot in MILL CREEK MEADOWS.
- f) Hunting and Use of Firearms: No hunting or use of firearms or archery equipment shall be permitted in the subdivision.
- g) Basketball Goals: All basketball goals shall be free-standing on poles, and shall not be attached to any residence or building. Poles, nets, hardware, backboards and braces shall be kept in good condition and shall not have any visible rust or rot.

SECTION XXV. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of MILL CREEK MEADOWS.

SECTION XXVI. DURATION OF RESTRICTIONS:

Each of the restrictions herein set forth shall continue and be binding upon the HOA, and upon its

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successors and assigns, until December 31, 2025, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title to more than eighty-five percent (85%) of the front feet of all of the lots hereby specifically restricted, and set forth in this instrument, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth at any time by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas.

SECTION XXVII. RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and shall 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 to observe said restrictions as to the use- of said lots and the construction of improvements thereon. No restriction herein set forth shall be personally binding upon any corporation, person or persons except in respect to breaches committed during its, his, her or their siezin of, or title to said land. HOA, its successors and assigns, and also the owner or owners of any of the lots hereby restricted, shall have the right to assess a fine or 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 any ordinary legal action for damages, and the failure of HOA, its successors or assigns, or any owner or owners of any lot hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter. HOA may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect contained in a deed to any lot restricted hereby, assign or convey to any person or corporation, all of the rights, reservations and privileges herein reserved by or granted to it in respect to all or any part of said lots, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights or any one or more of them at any time or times in the same way or manner as those directly reserved by or granted to them in this instrument.

IN WITNESS WHEREOF, the undersigned _____ has caused this instrument to be executed this __ day of JUNE,_____.

STATE OF KANSAS, JOHNSON COUNTY,

SS.:

BE IT REMEMBERED, That on this __ day of JUNE, _____, before me, a Notary Public in and for said County and State, came _____ existing under and by virtue of the laws of the state 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 on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public

My Term Expires