

## OXFORD HILLS WEST HOMES ASSOCIATION

### DECLARATION OF RESTRICTIONS

(Revised December 31, 1991)

KNOW ALL MEN BY THESE PRESENTS, that SOUTHGATE BANK & TRUST CO., trustee of IMPERIAL DEVELOPMENT TRUST, the owners of real estate situated in the county of Johnson, State of Kansas, described as follows, to-wit:

All of the land now platted or hereafter platted as Oxford Hills, a subdivision in Leawood, Johnson, Kansas, do hereby subject the above described property to the following restrictions:

- 1) The property above described shall be occupied and used for single family residence purposes only, provided, however, this restriction shall not prevent the Southgate Bank & Trust Company, Trustee of Imperial Development Trust, or others authorized by it from erecting temporary buildings and using such temporary buildings or residences for office sales and storage purposes during the development of said tract.
- 2) The floor area of the main structure of any residence exclusive of porches, garages and basement areas, finished shall not be less than 2000 square feet for a one-story residence; 2200 square feet for a two-story residence or a split-level residence; or 2200 square feet for a one and one-half story residence with at least 1800 square feet being on the first floor. Before construction is commenced, the builder shall submit the plans for each structure to the Southgate Bank & Trust Co., Trustee for Imperial Develop Trust or others designated by it, and no construction shall commence until said plans have been approved by the Southgate Bank & Trust Co., Trustee for Imperial Development Trust, or its designee. A copy of such plans showing said approval shall remain on file with the Southgate Bank & Trust Co., Trustee of Imperial Development Trust, or its designees.
- 3) No building or part thereof, exclusive of porches, porticoes, stoops, balconies bay and other windows, caves, chimneys and similar projections, shall be nearer the street line than the building set-back lines shown on said plat, provided that Southgate Bank & Trust Co., Trustee of Imperial Development Trust, reserves the right for itself and its successors or assigns to alter or amend the setback lines and side line restrictions of specific lots from time to time by filing an appropriate instrument in writing in the office of the Register of Deeds of Johnson County, Kansas and further provided ail buildings or parts thereof, shall be within the setback line requirements of the City of Leawood, Ks.
- 4) No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.
- 5) No solid wood or stockade type fence shall be allowed on boundary of property. Any boundary wall shall be ornamental and not exceed four feet in height and shall be approved in writing by Southgate Bank & Trust Co., Trustee of Imperial Development Trust, or its designee. Walls around the patio may not exceed six feet in height and shall be ornamental, such as brick or wrought iron. **ALL FENCING SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LEAWOOD, KANSAS.** (Pool owners please note) No fence or boundary wall may be erected in a front yard of any lot closer to the street than the front of the building located on said lot. No fence or boundary wall may be erected on a corner lot closer to the street on the side of said lot than the side building line was established by the plat or the City of Leawood without the written consent of the Southgate Bank & Trust cc. as Trustee for Imperial Development Trust, or Oxford Hills West Homes Association. No tennis courts, concrete slabs, asphalt or artificial turf shall be

placed on the premises without written permission of the Southgate Bank & Trust Co., Trustee of the Imperial Development Trust, or its designees.

6) No business and no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance to the neighborhood. The development may have one designated annual garage sale per year. Any other garage sales require prior approval of the Board of Directors of the Homes Association.

7) Except as hereinabove provided, no structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be erected on any tract, or used for residence purposes, either temporarily or permanently.

8) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance to the neighborhood. No animal or pet of any kind shall be permitted in any yard or public place within the subdivision unless personally attended by its owner and maintained on a leash. Any greenhouse shall be in the rear of the house.

9) No vehicle, truck, trailer, bus, campers, boat or other apparatus, except passenger automobiles, shall be left or stored on said property, except in an enclosed garage.

10) No television or radio antenna or aerial shall be placed on the exterior of any structure or constructed separately without the prior approval of the Board of Directors of the Homes Association. The following properties are exempt from this restriction under the following conditions: 3608 W. 119th Terrace and 12001 Mohawk Lane, so long as the owners are licensed by the Federal Communications Commission for the purpose set forth in Part 97 of the Federal Communication Commission's Rules and Regulations as amended and provided that said antennas be removed should those persons currently living at those locations sell, vacate or quit the premises. (12-31-91) The property at 3708 W. 119th Terrace, shall be allowed to retain the satellite dish provided it complies with the Leawood City Ordinances pertaining thereto. No lights or other illumination shall be higher than the house on any plot covered by these restrictions.

11) All exterior basement foundation walls which are exposed in excess of twelve inches (12") above final grade level shall be painted the same color as the house, or covered with siding compatible with the structure.

12) Southgate Bank & Trust Co., Trustee of the Imperial Development Trust, or its designees, reserve the right to construct pipe lines sewers and drains, upon, over and across all easements and rights of way shown on the recorded plat.

13) At the time of construction of each residential structure the owner of each of the lots shall expend a minimum sum of \$350.00 for landscaping that portion of the lot between the street and the front building line of the structure. All lawns shall be fully sodded prior to occupancy or shall be planted with zoysia strips no further than nine inches apart, or zoysia plugs no farther than six inches apart

14) No residential structure which has previously been at another location shall be moved onto any lot in this subdivision without the prior written approval of the Oxford Hills (West) Homes Association, if the same be in existence, and if the same be not yet in existence, the prior written approval of the Southgate Bank & Trust Co., Trustee of Imperial Development Trust or its designees.

15) The materials used in any replacement of the original roof of any residential structure shall be shake shingle, timberline or similar quality roof. Any other materials require approval in writing by the Homes Association prior to any roof replacement.

16) The Homes Association is authorized to contract for the mowing of any lot on which the grass/weeds exceed seven inches (7") in height and the cost of cutting shall be the obligation of the lot owner.

17) All common areas in the subdivision shall be maintained by the Southgate Bank & Trust Co., Trustee of the Imperial Development Trust, or its designees, until a Oxford Hills (West) Homes Association is formed under any instrument executed this date entitled Declaration Creating Oxford Hills (West) Homes Association. After the formation of said Homes Association, it shall maintain all common areas including but not limited to the mowing, planting, trimming, landscaping of such areas. Common areas shall include all berm areas, island and other landscaped areas shown upon the plat not being a part of any particular lot whether or not the same shall be dedicated to the public. Such areas not dedicated to the public shall be deeded by Southgate Bank & Trust Col, Trustee of the Imperial DevelopmentTrust, to the Homes Association which shall, in addition to being responsible for the maintenance, pay all ad valorem and other taxes or assessments levied against such areas. Upon the failure of the Homes Association to properly maintain the same, Southgate Bank & Trust, Trustee of the Imperial Development Trust, or its designees, may do the necessary maintenance work and assess the Homes Association and/or each of its members for the reasonable expenses of such work, or the Southgate Bank & Trust Co. Trustee of the Imperial Development Trust, or the City of Leawood, Kansas may bring an action in any court of competent jurisdiction requiring such maintenance to be done. The above named parties, or any owner for the time being of any tract of lot in said subdivision, shall have the right to obtain from any court of competent jurisdiction, an injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any of said restrictions, and may bring any other proper legal action.

After the formation of an Oxford Hills (West) Homes Association, Southgate Bank & Trust Co., Trustee of Imperial Development Trust, shall have the right at its option, and upon the consent and acceptance of the Homes Association, to transfer and assign all the rights or obligations of interpretation, approval and enforcement of the provisions of this Declaration of Restrictions to said Homes Association.

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

The above covenants and restrictions shall continue and be in full force and effect until the 31st day of December, 1991, and shall automatically be continued thereafter for successive periods of 15 years each provided, however, that the then owners of the fee simple title of a majority of the front feet of lots here in described, may release the land or any part of it from anyone or more of said restrictions, on December 31, 1991, or at the expiration of any 15-year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same in the Office/of the Registrar of Deeds of Johnson County, Kansas.