

**ST. ANDREWS PLACE  
1<sup>st</sup> PLAT, 2<sup>nd</sup> PLAT, AND ESTATES  
AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS**

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

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SARA F. ULLMANN  
REGISTER OF DEEDS

**THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS IS**

made and entered into effective the 13<sup>th</sup> day of October 2000 by C & M LAND CO., a corporation organized and exists under and by the virtue of laws of the state of Kansas, hereinafter referred to as the "Developer."

**WHEREAS**, Developer was the original owner of the following described real property lying, being, and situated in the City of Overland Park,

Lots 1 through 50; **ST. ANDREWS, 1<sup>st</sup> PLAT**, a subdivision of land in the city of Overland Park, Johnson County, Kansas, according to the recorded plat thereof, filed on August 28, 1995, as Document Number 2519775, in Book 92 at Page 28, in the office of the Johnson County, Kansas Register of Deeds together with other tracts of land as shown on said plat ("St. Andrews 1<sup>st</sup> Plat").

And

Lots 51 through 94; **ST. ANDREWS PLACE, 2<sup>nd</sup> PLAT**, a subdivision of land in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof, filed on June 11, 1997, as Document Number 2711737, in Book 99 at Page 50, in the office of the Johnson County, Kansas Register of Deeds together with other tracts of land as shown on said plat ("St. Andrews 2<sup>nd</sup> Plat").

And

Lots 1 through 20; **ST. ANDREWS PLACE ESTATES**, a subdivision of land in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof, filed on July 21, 1998, as Document Number 2859148, in Book 105 at Page 31, in the office of the Johnson County, Kansas Register of Deeds together with other tracts of land as shown on said plat ("St. Andrews Estates").

**WHEREAS**, Developer filed declarations of restrictions with regard to said real estate, particularly:

St. Andrews Place, 1<sup>st</sup> Plat Declaration of Restrictions which was filed on November 16, 1995, as Document Number 2544210, in Book 4729 at Page 444, in the office of the Johnson County, Kansas Register of Deeds.

St. Andrews Place, 2<sup>nd</sup> Plat Declaration of Restrictions which was filed on December 3, 1997, as Document Number 2769133, in Book 5390 at Page 276, in the office of the Johnson County, Kansas Register of Deeds.

St. Andrews Place Estates Declaration of Restrictions which was filed on January 27, 1999, as Document Number 2942559, in Book 6032 at Page 167, in the office of the Johnson County, Kansas Register of Deeds.

**WHEREAS**, Developer desires to amend and restate each of the referenced declarations of restrictions by this instrument and place certain use restrictions upon the aforesaid real estate for the use and benefit of themselves and for the use and benefit of any and all of their past and future grantees.

**NOW, THEREFORE**, Developer, for and in consideration of the benefits to itself, it's successors and assigns, and any and all of their past and future grantees, do hereby declare that the following described real property referred to herein as St. Andrews 1<sup>st</sup> Plat, St. Andrews 2<sup>nd</sup> Plat and St. Andrews Estates is hereby restricted as to their use in the manner hereinafter set forth:

## ARTICLE I

### DEFINITIONS

For the purposes of this Declaration of Restrictions, the following terms and phrases shall be defined as follows:

1. **Approving Party**. “Approving Party” shall mean (i) prior to the recording of the Certificate of Substantial Completion, the Developer, or its designates, and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Homes Association’s Architectural Control Committee.
  - a. **Architectural Control Committee**. “Architectural Control Committee” shall mean (i) prior to the recording of the Certificate of Substantial Completion the Developer, or its designates, and (ii) subsequent to the recording of the Certificate of Substantial Completion, a committee comprised of at least three (3) members but not in excess of seven (7) of the Homes Association who shall be appointed by the Board of the Association in an impartial manner from the Homes Association members who indicate a willingness to serve on the committee.
2. **Articles of Incorporation**. “Articles of Incorporation” shall mean the Amended and Restated Articles of Incorporation of the Homes Association, as they may be amended from time to time.
3. **Bylaws**. “Bylaws” shall mean the Amended and Restated Bylaws of the Homes Association as they may be amended from time to time.
4. **Board**. “Board” shall mean the Board of Directors of the Homes Association.
5. **Certificate of Substantial Compliance**. “Certificate of Substantial Completion” shall mean a certificate executed, acknowledged and recorded by the Developer stating that all, or

at the Developer's discretion substantially all, of the Lots in the District, as then composed or contemplated by the Developer, have been sold by the Developer and the residences to be constructed thereon are substantially completed; provided, however, that the Developer may execute and record a Certificate of Substantial Completion, or similar instrument in lieu thereof, in its discretion at any time and for any limited purpose hereunder

6. **Common Area**. "Common Areas" shall mean all Streets, street right-of-way, street islands, parks, gateways, berms, monuments, entrances, and other ornamental areas, and similar places, together with all improvements and their related utilities, which may be situated thereon, including, but not limited to, swimming pools, cabanas, clubhouses, tennis courts, and any other recreational facilities, sprinkler systems, and landscaping and all other landscaping constructed or installed by the Developer at or near the entrance of any street or along any street or any easement related thereto the use of which is dedicated to, or set aside for, the general use of all the Owners of Lots within the District.

7. **Common Facilities**. "Common Facilities" shall mean the improvements made in Common Areas. The Owners of Lots within the District shall have the non-exclusive right to use the Common Facilities, subject to the terms and conditions as set forth herein, in Bylaws and in the Declaration of Restrictions.

8. **Developer**. "Developer" shall mean and refer to C & M LAND CO., a corporation organized and existing under and by virtue of the laws of the State of Kansas, and its successors and assigns, but excluding therefrom its grantees.

9. **District**. "District" shall mean all of the above-mentioned Lots in ST. ANDREWS PLACE, 2nd PLAT, all common areas, or other tracts of land described in the plat of said

subdivision, if any, and all additional property which hereafter may be made subject hereto in the manner provided herein.

10. **Exterior Structure and Outbuilding.** “Exterior Structure” and “Outbuilding” shall mean any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse, or other animal shelter or run, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, basketball goal, trampoline, playhouse, treehouse, or other recreational or play structure.

11. **Homes Association.** “Homes Association” shall mean St. Andrews Place Homes Association, Inc., a Kansas not-for-profit corporation formed by the Developer for the purpose of serving as the homes association for the District.

12. **Lot.** “Lot” shall mean any lot as shown as a separate lot on any recorded plat of all or part of land within the District; provided, however, that if an Owner, other than the Developer, owns all or parts of one or more adjacent Lots upon which only one (1) residence has been, is being, or will in the future, be erected, then such adjacent property under common ownership shall be deemed to constitute only one (1) “Lot.”

13. **Owner.** “Owner” shall mean the recorded owner in fee simple of any Lot in the District, including the Developer.

14. **Street.** “Street” shall mean any public street, road, terrace, circle, cul-de-sac, or boulevard shown on any recorded plat of all or part of the District.

## ARTICLE II

### USE OF LAND AND CONSTRUCTION OF IMPROVEMENTS

1. **Use of Land**. None of the Lots hereby restricted may be improved, used, or occupied for other than single family residential purposes, and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any lot hereby restricted shall be designated for occupancy by a single family. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any lot covered by these Restrictions shall at any time be used for human habitation, however, this restriction shall not prevent Developer, or any other person, firm, or corporation authorized in writing by the Developer, from erecting temporary buildings, and using such temporary buildings or residences for office, sales and storage purposes during the development of said subdivision.

2. **Building Material Requirements**. Exterior walls of all buildings, structures, and all appurtenances thereto constructed on any Lot, shall be of brick, natural or man-made stone, stucco, stucco board, wood, shingles, wood siding, batt siding, wood paneling, plate glass, Masonite siding, glass blocks, or any combination thereof, or such other materials as may be approved in writing by the Approving Party to be comparable therewith. All windows, shall be constructed of wood, metal clad, or vinyl clad wood, or wood laminate, glass, or any combination thereof, provided however, that storm windows may be constructed of colored metal, other than silver. All exterior doors and louvers shall be constructed of wood, or vinyl, metal clad, wood and wood laminate, colored metal, other than silver, and glass, or any combination thereof. Roofs with a pitch of four (4) inches or more per foot shall be covered

with laminated shingles, wood shingles, wood shakes, slate, or tiles. Flat roofs, or roofs with a pitch of less than four (4) inches per foot, shall be covered with tin, "built up" asphalt, laminated composition shingles, wood shakes, asbestos shingles, slate or tile. All wood exteriors, except roof and shake side walls, shall be covered with a high quality paint or stain with proper and approved undercoating. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction, except shake side walls. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. All exterior basement foundation walls which are exposed in excess of twelve (12) inches above final grade level shall be painted the same color as the house or covered with siding compatible with the structure.

3. **Area.** No dwelling shall be constructed or permitted to remain upon any lot in this subdivision unless it meets the following ground floor requirements:

a. One (1) story dwellings must have a ground floor area of not less than one thousand five hundred (1,500) square feet.

b. Two (2) story dwellings must have a ground floor area of not less than nine hundred (900) square feet and a total floor area of not less than two thousand two hundred (2,200) square feet.

c. One and one-half (1 ½) story dwellings must have a ground floor area of not less than one thousand (1,000) square feet and a total area of not less than one thousand six hundred (1,600) square feet.

4. **Approval of Buildings.**

a. No residence building, exterior structure, out building or other structure may be erected upon or moved onto any lot hereby restricted unless and until the building plans, specifications, exterior color scheme, materials, location, elevation, lot grading plan, and general landscaping plans, have been submitted to, and approved in writing by, the Approving Party; nor shall any change, amendment, modification, or alteration in said building plans, specifications, exterior color scheme, materials, location, elevations, grading plans, and landscaping plans, be made until such change amendment, modification, or alternation has been submitted to, and approved in writing by, the Approving Party.

b. Following the completion of construction of any residence or Exterior Structure, no exterior colors thereof shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been submitted to and approved in writing by the Approving Party. All replacements of all or any portions of a structure because of age, casualty loss, or other reason, including, without limitation, roofs and siding, shall be of the same material as the original structure unless the change have been submitted to, and approved in writing by, the Approving Party.

c. All final grading plans for any Lot within the District shall be in accordance with the master grading plan approved by the Developer. No changes in the final grading plans for any Lot within the District shall be made without the prior written approval of the Approving Party.

5. **Architectural Control Committee.**

a. The Board of the Homes Association shall appoint the members of the Architectural Control Committee; which Committee shall be composed of Owner of Lots within the District in the number of Members as determined by the Board, which shall not be less than three (3) or more than seven (7). If possible, no more than two (2) Architectural Control Committee members shall be from anyone particular plat, if there be more than one plat located within the subdivision of St. Andrews place, and no more than two (2) members of the Board shall serve on the Architectural Control Committee at any time. The positions on the Architectural Control Committee shall be divided into two (2) classes each with staggered two-year (2) terms. No committee member shall serve for ore than two consecutive terms (a full term being defined as 18 or more months). The provisions of this subsection (a) shall not apply until after the recording of the Certificate of substantial Completion. Until date, the date of the recording of the Certificate of Substantial Completion in the office of the Register of Deeds for Johnson County, Kansas, the Developer, it's officers, and Directors, shall serve as the Architectural Control Committee.

b. The Architectural Control Committee shall meet at least once each calendar month to consider application with respect to the construction of any Exterior Structures that require the approval of the Architectural Control Committee. Any application that is not acted upon by the Architectural Control Committee within sixty (60) days of the date on which it is filed with the committee, shall be deemed to have been disapproved and rejected. A majority of the members of the Architectural Control Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a

meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Control Committee.

c. At each meeting, the Architectural Control Committee shall consider and act upon applications that have been submitted to it for approval with respect to Exterior Structures. In making its decisions, the Architectural Control Committee may consider any and all factors that the committee members, in their sole and absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the St. Andrews Place subdivision and neighborhood, including, without limitation, the plans, specifications, exterior colors, materials, location, elevation, landscaping and use of the proposed Exterior Structure. All decisions of the Architectural Control Committee shall be in writing and delivered after entry to the applicant. The Architectural Control Committee may establish, in advance, and change from time to time certain guidelines standards, rules, and conditions the Committee intends to follow in making its decisions.

d. After the recording of the Certificate of Substantial Completion, any applicant who is dissatisfied with the decision of the Architectural Committee shall have the right to appeal such decision to the Board provided such appeal is filed in writing with a member of the Board within fifteen (15) days of the date the Architectural Control Committee renders and delivers its decision to the applicant. Any decision rendered by the Board on appeal from the Architectural Control Committee shall be final, binding, and conclusive on the Applicant.

6. **Commencement of Construction**. Construction of the residential building shall be commenced within ninety (90) days of the date of delivery of a Warranty Deed from Developers for the purchase of a lot within the District. In the event such construction is not

commenced within said ninety (90) days, the Developer shall have the right, but not the obligation, to repurchase the lot for its original sales price. No owner of a lot in violation of this construction provision shall be entitled to reimbursement for any taxes, insurance, interest, or any other cost or expense incurred and paid by such owner during the term of such ownership from the time of the delivery of said warranty deed to said lot to the date of repurchase.

7. **Set-back Requirements and Ground Frontage.** No building or other structure, except for porches, porticoes, stoops, balconies, bay and other protruding windows, eaves, chimneys, other like and similar projections, shall be located closer to any street than building set-back line, if any, shown on the recorded plat of said subdivision; provided, however, that Developer shall have, and does hereby reserve, as its sole and absolute discretion, the right and power to permit such set-back restriction to be waived, altered, or reduced to the extent they are greater than the minimum set-backs required by the zoning code for the City of Overland Park, Kansas. The exercise by the Developer of the power to modify set-back requirements or ground frontage with respect to any one (1) lot hereby restricted shall not in any way limit the right of the Developer to exercise such powers, or to refuse to exercise such powers, to any other lot hereby restricted, nor shall the refusal by the Developer to exercise such power with respect to any one (1) lot within the District inhibit or limit the Developer's right and power to thereafter exercise such power with respect to any other lot within the District.

8. **Landscaping and Lawns.** At the time of construction of each residential building, and in no event prior to occupancy, all lawns, including, but not limited to, that portion of each lot between the front building line of the residence and any adjacent street, monument, boundary wall, beam, sidewalk, or right-of-way line, shall be fully sodded or, if approved in

writing by the Approving Party, shall be seeded in the manner, and by the use of those types of seed, approved by the Approving Party, and shall remain fully sodded at all times thereafter, subject however to the exception that any, if any, area designated by Developer to be left as a “natural areas” may be so left. Additionally, prior to occupancy, and in no event within five (5) months following the commencement of construction, of any residence, on any Lot within the District, the Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the District and in accordance with the general landscaping plans approved by the Developer. All vegetable gardens, both as to size, location, and types of vegetables grown must be approved in writing by the Approving Party prior to their planting and shall be located in the back yard of any Lot within the District and behind the rear building line or any residence constructed thereon. The Owner of each Lot shall keep the lawn uniformly mowed and clipped so that the length of grass shall not to exceed four inches (4") in length. The owner of each Lot within the District shall properly maintain all trees and landscaping planted on any Lot within the District and shall replace any dead trees, plants, shrubs, and vegetation within a reasonable time after it became known the same is no longer living.

### ARTICLE III

#### MISCELLANEOUS RESTRICTIONS

1. **Buildings or Uses Other than for Residential Purposes, Noxious Activities; and Exterior Structures Generally.**

a. No residence or Exterior Structure of any sort may ever be placed, erected, or used for business, professional, trade or commercial purposes on any lot within the District hereby restricted, however, nothing herein shall prevent an Owner of any lot within the District

from maintaining an office area within said owner's residence in accordance with the applicable laws, ordinances, and regulations of the City of Overland Park, Johnson County, Kansas. No noxious or offensive trade or activity shall be carried on, or, with respect to, any lot hereby restricted, nor shall any trash, ashes or other refuse be thrown, discarded, placed or dumped upon any such lot; nor shall anything ever be done on or to any of the Lots restricted hereby which may be, or become, an annoyance or a nuisance to the neighborhood.

b. No vehicle, truck, trailer, bus, camper, boat or other apparatus, except passenger automobiles, shall be left, parked, or stored on any lot restricted hereby, except in an enclosed garage; it being the intent and purpose of these restrictions that any and all vehicles, of whatsoever type or nature, be kept in an enclosed garage whenever possible.

c. No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Approving Party, and (ii) in compliance with the addition specific restrictions set forth in subsection (b) below; provided, however, that the prior written approval of the Approving Party shall not be required for any Exterior Structure erected by, or at the request of, the Developer, or any Exterior Structure that has been specifically approved by the Developer prior to the issuance of a temporary or permanent certificate of occupancy; or any Exterior Structure which part of the residential construction plans approved by the Developer and which is built in accordance with such approved plans.

d. All residential fences and privacy screens shall be consistent with the standard designs, heights and materials to be selected by the Approving Party, either the Developer or the Architectural Control Committee, as the case may be. All fences and privacy

screens shall be constructed with the finished side out. No metal, other than wrought iron, or other ornamental iron, chain link, or similar fence or privacy screen shall be permitted. No fence or privacy screen shall extend toward the front of the residence beyond the rear corners of any residence constructed on any lot within the district.

e. All basketball goals shall be free standing and not attached to the residence unless the Approving Party, either the Developer or the Architectural Control Committee, as the case may be, determines that there is just and cause compelling reasons for the basketball goal to be attached to the residence. All basketball goals shall be constructed consistent with standards established by the Approving Party. All backboards shall be clear or painted white and all poles shall be of a neutral color. There shall be only one (1) basketball goal per Lot. The Approving Party shall have and is hereby granted the right to establish reasonable rules, regulations, and standards regarding the construction of basketball goals and backboards, the hours of use of basketball goals and any and all of such rules, standards, and regulations shall be binding upon the owners of the Lots in the District.

f. All recreational or play structures, other than basketball goals, shall be located behind the back building line of the residence.

g. No swimming pool of any kind, type, or nature, including, but not limited to spas, hot-tubs, wading pools, or lap pools, on any lot within the District, may be constructed in or installed without prior written approval of the Approving Party. All approved swimming pools or similarly approved facilities shall be fenced or otherwise adequately screened. All approved pools and other similarly approved facilities shall be kept clean and maintained in operable condition.

h. All outside doghouses shall be located in the back yard, any Lot, behind the back building line of said residence; shall be no larger than 5' by 5'; constructed up against, adjacent to, or within two (2) feet of the residence; shall be painted, the same color as the residence; and shall have roofs, constructed of the same materials as the residence or which are compatible with those on the residence and approved in writing by the Approving Party.

i. No Exterior Structure that is prohibited under hereunder below shall be permitted under this Article.

j. No television, radio, citizens' band, short wave or other antenna, free standing satellite dishes, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard, rear or otherwise, of any Lot within the District without the prior written consent of the Approving Party. Nothing herein to the contrary shall prohibit the Approving Party from allowing the installation of small, 18" or less, digital satellite television dishes being attached to any house within the District. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because such is alleged and found to violate the First Amendment, or any other provision of the United States Constitution, the Approving Party shall have the right to establish rules, standards, and regulations regarding the location, size, landscaping and other aesthetic aspects of such projection so as to reasonably control the impact of such projections on the neighborhood and any such rules and regulations shall be binding upon all of the Lots within the District. No lights or other illumination devices on any residence or Lot within the District shall be higher than the residence.

k. All garage doors shall remain closed at all times, except when necessary for entry or exit.

l. No speaker, horn, whistle, siren, bell, or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard of any Lot within the District.

m. All residential utility services shall be underground.

n. In the event of vandalism, fire, windstorm, or other loss or damage to any residence or Exterior Structure on any Lot within the District, no such damaged residence or Exterior Structure shall be permitted to remain in damaged condition for a period longer than three (3) months after the date of such loss or damage.

o. No shed, barn, detached garage or other storage facility shall be erected upon, moved onto, or maintained upon any yard of any Lot within the District, however, storage shall be permitted under any deck constructed on any residence within the District, provided such storage area is fenced or otherwise screened from view.

p. No fuel storage tanks of any kind shall be permitted to be constructed or installed on any Lot within the District.

q. No driveway shall be constructed in a manner so as to permit access to any street adjacent to the rear lot line of any Lot within the District.

2. **Livestock and Poultry Prohibited**. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot within the District hereby restricted; except, however, dogs, cats and other common household pets may be kept in any residence on any lot, so long as said household pet is not kept, bred or maintained for commercial purposes. In no event,

however, shall more than two (2) household pets, of whatsoever type or nature, be raised, bred, or kept on in any residence or on any lot hereby restricted.

3. **Easements for Public Utilities**. The Developer shall have, and does hereby reserve, the right unto itself to locate, erect, construct, maintain, and use, and to authorize the location for the future erection, construction, maintenance, and use of drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give, or grant, rights-of-way, and easements, therefor over, upon, and through all such easements and rights-of-way shown on the recorded plat of the District. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining, repairing, or moving any utility lines or services and shall inure to the benefit of the Developer, all Owners of Lots within the District and the Homes Association as a cross easement for utility line or service maintenance. The Developer shall have and does hereby reserve for itself, its successors and assign, and the Homes Association, and its successors and assigns, an easement over and through all unimproved portions of each Lot in the District for the purpose of performing the duties of the Homes Association and maintaining any Common Area, if any. No water from roofs, down spouts, basement or garage drains, or any surface water drainage apparatus of whatsoever type or nature shall be drained into or connected to any sanitary sewer lines nor shall any other connection of any kind, type or nature be made to any sewer line without the express, prior, written approval of Developer, or its successors or assigns, or the utility to which such sewer line shall inure to the benefit of.

4. Common Areas.

a. The Developer, and its successors, assigns, and its grantees, as Owner of Lots within the District, shall have the right of use and enjoyment in and to all of the Common Areas, if any, but only for their, the Common Area's, intended use. Such right and easement of use and enjoyment shall be appurtenant to, and shall automatically pass with, the title to each Lot and shall be subject to the rights, including ownership, of any governmental authority or any utility therein or thereto.

b. The ownership by the Homes Association of any Common Area, if any, and the right and easement of use and enjoyment vested in the Owners of the Lots within the District as to any Common Area, within the District, if any, shall be subject to the right of the Developer to designate, describe, and convey sewage, water, drainage, maintenance and utility easements over, under, upon and through such Common Area, if any.

c. No owner shall improve, destroy, modify, or otherwise alter any Common Area, if any, without the express, prior, written consent of the Approving Party.

d. The Developer prior to the recording of the Certificate of Substantial Completion and the Homes Association thereafter shall have the right to make additional rules, regulations and restrictions pertaining to the use of any Common Area, if any.

**ARTICLE IV**

**LIMITATION OF LIABILITY**

Neither the Developer, nor the Homes Association, nor any member of the Architectural Control Committee or the Board, shall be personally liable to any person for any discretionary approval, disapproval or failure to approve or disapprove, any matter submitted for approval, for

the adoption of any rules, regulations, or guidelines or for the enforcement of or failure to enforce any of the Restrictions contained in this Declaration.

**ARTICLE V**

**DISTRICT MAY BE EXTENDED**

The District may be extended by Developer to include any other lands added by Developer to St. Andrews Place by later plats thereof; however, all the land, or lands, to be added to the District shall at that time be subjected to this Declaration of Restrictions. The extension of the District shall be accomplished by the Developer making, executing, and acknowledge and appropriate written declarations or agreements subjecting said lands to all of the provisions hereof, as subsequently modified and amended.

**ARTICLE VI**

**AMENDMENT**

The covenants, restrictions and provisions of this instrument shall remain in full force and effect until June 1, 2020, at which time said covenants, restrictions, and provisions shall automatically be extended for successive periods of five (5) years each, unless such covenants, restrictions and provisions are amended, modified, changed, or canceled, in whole or in part, by written agreement, signed by the owner or owners of more than two-thirds (2/3) of the Lots hereby restricted and recorded in the office of the Register of Deeds of Johnson County, Kansas, at least one (1) year prior to the original expiration date, or to a subsequent expiration date, whichever is applicable. Provided, however, said covenants, restrictions and provisions may be amended, modified, altered, changed, canceled, in whole or in part, at any time prior to June 1, 2020, by written instrument signed by both the owner or owners, including the Developer, if it

then be an Owner, of two-thirds (2/3) of the Lots hereby restricted and by Developer if it has not yet executed and recorded a Certificate of Substantial Completion, and recorded in the office of the Register of Deeds in Johnson County, Kansas, said instrument to be effective upon the date of its recording. Provided, further, and determining the two-thirds (2/3) of Lot ownership required by this paragraph, Lots which are then subject to a mortgage or deed of trust shall not be counted in determining such ownership, unless the holder of such mortgage or deed of trust shall consent to such action, in a writing, properly acknowledged and filed for record in the office of the Register of Deeds of Johnson County, Kansas.

## **ARTICLE VII**

### **COVENANTS RUNNING WITH THE LAND**

All provision of this Declaration of Restrictions shall be deemed to be covenants running with the land and shall be binding upon the undersigned, Developer, and upon its successors and assigns.

## **ARTICLE VIII**

### **SEVERABILITY**

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgement or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

## **ARTICLE IX**

### **ENFORCEMENT**

In addition to any other remedy provided herein, the Homes Association, and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions,

conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by this Declaration of Restrictions, the Homes Association Declaration, the Articles of Incorporation or the Bylaws. In any such event, the prevailing party shall be entitled to recover as an additional item of damage, all attorney fees and costs incurred therein.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed the day and year first written above.

C & M LAND CO.

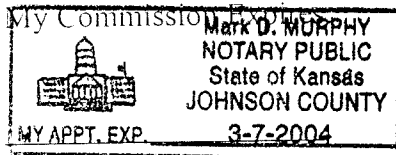
By *Jim E Marks*  
JIM E. MARKS  
President

STATE OF KANSAS        )  
  ) ss.  
COUNTY OF JOHNSON    )

Before me, a Notary Public, in and for said county and state, personally appeared JIM E. MARKS, the President of C & M LAND COMPANY, a Kansas corporation, which person is personally known to me known to me to be such officer as herein above described, and who is personally known to me to be the same person who executed, as such officer, the within instrument, and acknowledged that he executed the same as the free act and voluntary deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal this 13<sup>th</sup> day of October 2000.

*Mark D. Murphy*  
Notary Public



BOOK 6732 PAGE 557