

RESTATEMENT AND FIRST AMENDMENT TO
EASEMENTS, COVENANTS AND
DECLARATION OF RESTRICTIONS OF HAMPTON PARK

3600

1994 NOV -7 P 2:42.8

SARA F. ULLMANN
REGISTER OF DEEDS

This Restatement and First Amendment is made this 25th day of October, 1994, by Hampton Park Venture, a Kansas general partnership, comprised of Bodine Companies, Inc., a Kansas corporation and Grant St. Interests, L.L.C. (hereinafter collectively referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Overland Park, Johnson County, Kansas, and is desirous of placing certain restrictions on the real property (the "Subdivision") described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire and intent of Developer, for the benefit of itself and of future owners of the Property to establish certain easements, covenants and restrictions with respect to the Property to preserve and enhance the values of the development and improvements constructed thereon which shall run with the land and be binding upon the Property and all parties having or holding any rights, title or interest in or to the Property;

NOW, THEREFORE, in consideration of the premises, Developer for its successors, transferees, grantees and assigns, does hereby subject the above-described property to the following restrictions:

1. **DEFINITIONS:**

(a) "Lot" shall mean and refer to any separately numbered tract upon the recorded Subdivision plat, or any amendments thereto.

(b) "Dwelling" or "Unit" shall mean and refer to one enclosed living section of a building situated upon the property designated and intended for use and occupancy as a residence or a single family home.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated in the Subdivision.

(d) "Developer" shall mean Hampton Park Venture.

(e) "Association" shall mean the Hampton Park Homes Association, Inc., a Kansas not-for-profit corporation, formed pursuant to separate document filed with the Register of Deeds of Johnson County and pertaining to Hampton Park Subdivision.

(f) "Common Area" shall mean all pedestrian ways, fences, islands (including cul-de-sacs), parks, bridges, and other areas, the use of which is dedicated to or set aside for the general use of all Owners in any document filed of record, or in the Subdivision Plat itself, and shall include, without limitation, all land, if any, (and improvements thereon) deeded to the Association by the Developer.

(g) "Subdivision Plat" means the Subdivision Plat of Lots 1 through 75, Hampton Park, a subdivision in Overland Park, Johnson County, Kansas, a copy of which is on file at the Office of the Johnson County Register of Deeds, and all amendments or replats thereof.

2. **RESIDENCES:** The real estate above-described shall be improved, used and occupied for private residential purposes only. Any Dwelling and/or Unit erected or maintained on any of the Lots hereby restricted shall be designated for occupancy by no more than one family, however, if so designated by the Plat, the City of Overland Park, Kansas, and Developer, a building may contain more than one Dwelling. However, this restriction shall not prevent Developer or others authorized by it from erecting temporary buildings and using such temporary buildings or residences for an office, model, sales office or storage purposes during the period of development of said Subdivision.

3. **ARCHITECTURE REVIEW:** There shall be an Architectural review Committee (the "Architectural Committee") which shall consist of three (3) individuals who may or may not reside in the Subdivision. Until the formation of the Association, the Architectural Committee members shall be appointed by Developer. Each member's term of appointment shall be as designated by Developer. In the case of death or resignation of any such Architectural Committee member during his or her term, Developer shall appoint a successor who shall serve in lieu of such deceased or resigned Architectural Committee members. Developer shall have the right to remove and replace any Architectural Committee member serving, with or without cause, during such member's term until the formation of the Association.

After the formation of the Association, the Architectural Committee members shall be appointed by the Board of Directors of the Corporation for such terms as said Board deems appropriate. Architectural Committee members who have resigned or died shall be replaced by the Board.

The members of the Architectural Committee shall elect a chairman, whose name, address and telephone number shall be kept on file at Developer's office or at the Registered Office of the Association.

4. **APPROVAL:** Wherever this Declaration specifies that written approval or consent be obtained for any plans, structures, additions, changes or appurtenances to the land bound by this Declaration, such written approval shall be obtained from the Architectural Committee, signed by the chairman of such Committee, unless approval by Developer is specifically provided for in such provision. Plans, which shall include two complete sets of plans plus a plot plan with elevations showing the top of foundations in relation to the curb, shall be submitted to any Architectural Committee member or to the Developer for approval by the Architectural Committee. The Architectural Committee shall either approve or disapprove of any plans, structures, additions, changes or appurtenances within fifteen (15) working days after submission of same. If no written response is made by the Architectural Committee, either approving or disapproving, within such fifteen (15) day period, the Committee shall be deemed to have approved the matter submitted. No plan approval by the Architectural Committee, whether by failure to respond or otherwise, shall be deemed an approval or waiver of any of the covenants and restrictions herein contained.

5. **UNSIGHTLY PROJECTIONS AND FENCES:** No fence shall be erected without prior written consent. If consent is obtained, the maximum height of any fence shall be five (5') feet, unless waived in writing by the Developer or the Architectural Committee, and the material and style shall be as specified on Exhibit "B", attached hereto and incorporated herein by reference. No other metal, chain link or other similar fences shall be permitted. No dog or animal pens or runs of any kind shall be permitted. Fences shall not be erected in front or side yards of Dwellings and shall not be placed farther toward the front of the Dwelling than a straight line extended from the rear building line of said Dwelling. Any decorative or privacy fence for side entrance or patio which extends forward of the rear building line shall not be constructed without prior written approval.

6. **OFFENSIVE ACTIVITIES:** No business and no noxious or offensive activities shall be carried on upon any Lots, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighbors or neighborhood.

7. **OUTBUILDINGS:** Except as herein provided, no structure of a temporary character, basement, tent, shack, garage, storage shed, or other outbuilding, other than the attached house itself (which shall have an attached garage), shall be erected on any tract or Lot, or used for residential purposes, either temporarily or permanently. Gazebos, cabanas and outside shelters for barbecue grills, as well as covered decks and patios, may be approved by written consent of the Architectural Committee.

8. **AWNINGS, DECKS OR PATIO COVERINGS, ETC.:** Any window or door awnings, lattices or coverings, clotheslines, stovepipes,

exhaust flues, chimneys or any other additions, modifications, alterations or improvements to the grounds or exterior portions of any Dwelling shall be prohibited unless prior written consent is obtained from the Architectural Committee. All visible members of the deck shall be cedar or redwood.

9. **ANIMALS**: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. The Developer, and subsequently the Association's Board of Directors when formed, shall have the authority to determine what constitutes a nuisance. Upon such determination, such animal will be removed from the subject Lot within three (3) weeks of notification to the Owner thereof of such determination or, in the event that a further determination is made that there is a potential for danger from the animal, then within forty-eight (48) hours of such notification.

10. **MAILBOXES**: No mailbox or standard therefor shall be erected without prior written approval of style, construction and location unless otherwise required by U.S. Postal Authorities.

11. **LIGHTS**: No lights or other illumination shall be higher than the Dwelling on any Lot covered by these restrictions without prior written consent.

12. **DWELLING SIZE, EXTERIOR BASEMENT FOUNDATIONS AND WALLS**: No Dwelling shall be constructed in the Subdivision unless it meets the following area requirements (determined excluding any area contained in a basement):

(a) For one-story Dwellings, 1,350 square feet of living area on the first floor;

(b) For two-story Dwellings, 900 square feet in the living area on the first floor and 900 square feet of living area on the second floor.

(c) For one and one-half story Dwellings, 1,250 square feet on the first floor, 800 square feet on the second floor.

Exterior basement foundations and walls which are exposed in excess of eighteen (18") inches above final grade level at any point shall be painted the same color as the house, or covered with siding compatible in color and material with the structure.

13. **EASEMENTS**: Developer reserves the right for itself and the Association to construct pipelines, sewers, drains gas, and electricity and water lines upon, over and across all easements and rights-of-way shown on the recorded plat.

14. **LANDSCAPING AND SOD:** All lawns shall be fully sodded prior to occupancy of the Owner, unless waived by Developer or Association. At the time of construction of each residential structure, the Owner of each of the Lots shall landscape the building site consistent with a quality residential area, or as provided for in predetermined landscape packages provided by the Developer. Owners shall attempt to preserve and retain the maximum number and amount of natural trees and vegetation on each Lot to preserve the wooded character of the Subdivision. However, any trees which might threaten a foundation or drainage system or might pose a safety hazard may be removed at the discretion of the builder or Owner. No tree may be removed which is over four (4") inches in trunk diameter, measured two (2') feet off the ground, unless expressly approved in writing by Developer, or by the Architectural Committee, if one is formed.

15. **TRANSPORTED STRUCTURES:** No completed residential structure which has previously been at another location shall be moved onto any Lot in this Subdivision. No pre-fabricated, mobile home of "A" Frame Dwelling shall be allowed on any Lot in this Subdivision.

16. **ENFORCEMENT:** Developer, Association or any Owner of any tract of Lot in said Subdivision shall have the right to seek from any Court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce compliance with any of said restrictions, and may bring any other proper legal action at law or equity.

17. **UNFINISHED STRUCTURE:**

(a) No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. Commencement of construction shall mean the staking out of any Lot in the Subdivision by or on the behalf of a builder, Owner or Developer. Further, an Owner shall commence construction within twelve (12) months after purchase of any Lot from Developer.

(b) In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition without commencement of repairs within three (3) months.

(c) In the event of the failure of the Owner (of any successor Owner) to comply with this section, the Developer has the option to buy the Lot, which option shall be exercised by written notice to the Owner of the Lot and within ten (10) days from the receipt of such notice said Lot shall be conveyed to the Developer for a sum equal to the purchase price of the Lot paid to the Developer together with the direct cost paid for any partially completed improvements, evidenced by invoices, cancelled checks, on the Lot if said cost was paid by the Owner conveying the Lot back

to Developer. The term "direct cost" for material and/or labor consumed upon the Lot and other items incurred by the Owner selling the Lot back to the Developer are those costs incurred directly in connection with the construction or partial construction of such improvements but shall not be interpreted to include indirect costs such as legal expenses, overhead and other costs that are attributed to, but not directly expended toward the construction. The reimbursement of such direct construction costs shall be in addition to the payment of the purchase price of the Lot.

18. REQUIRED BUILDING MATERIALS AND COLORS: Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, plate glass, masonite, or a combination thereof. Manufactured stone and lava rock for exterior walls is prohibited, unless approved in writing by the Developer or the Architectural Committee. Windows, doors and louvers shall be of wood or colored metal and glass. Roofs shall be covered with wood shingles, wood shakes, clay tile or natural slate. Roofs may be re-shingled only with the above-mentioned material except that with the prior written consent of the Architectural Committee or the Developer, roofs may be re-shingled with timberline or equal asphalt composition shingles. 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 Developer or the Architectural Committee. All wood and masonite exteriors, except roofs and shake sidewalls, shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Developer or the Architectural Committee. All guttering shall be painted unless another finish is approved in writing by the Developer or the Architectural Committee.

19. MISCELLANEOUS RESTRICTIONS:

(a) Fuel storage tanks are prohibited.

(b) Above-ground swimming pools and above-ground hot tubs are prohibited, unless completely screened in a manner approved in writing by the Developer or the Architectural Committee.

(c) No automotive repair or rebuilding or any other form of automotive remodeling or refurbishing, whether for hire or otherwise, shall occur on any of the Lots hereby restricted except on a non-commercial basis and not for hire within the confines of any enclosed garage built on the said premises and as permitted under the other provisions in these restrictions.

(d) No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description

may be stored upon any of the Lots hereby restricted, except that such storage shall be permitted within the garage of any Dwelling constructed on any of the Lots hereby restricted. Nothing in this section, however, shall be construed to prohibit the regular parking of not more than three (3) automobiles in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the Lots hereby established in the Common Area for this purpose subject to rules and regulations to be adopted by Developer and/or Association.

(e) Motorized vehicles shall not be operated on any vacant Lot or Common Areas, except for moving and other maintenance by employees or contractors of Developer or Homes Association.

(f) Garage doors shall be kept closed except during normal use.

(g) No motor vehicles shall be parked in the street for over a twenty-four (24) hour period.

(h) No satellite antenna shall be allowed without prior written consent of the Architectural Committee.

20. **SEVERABILITY:** Unenforceability of any one of these covenants by judgement or Court order shall in no way affect any of the other terms or provisions of these restrictions, which shall remain in full force and effect.

21. **DURATION AND TERMINATION:** The above covenants and restrictions shall continue and be in full force and effect until the 30th day of September, 2019, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that all of the then Owners of the fee simple title of a majority of the Lots situated in said Subdivision, may release the land or any part thereof from any one or more of said restrictions, on October 30, 2019, or at any time thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing same in the Office of the Register of Deeds of Johnson County, Kansas. Provided, however, this Declaration may be terminated and all of the land now or hereafter affected may be released from all the terms and provisions thereof, at any time, by the Owners of three-fourths (3/4) of the Lots in the Subdivision then subject thereto executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same of record in the Office of the Register of Deeds of Johnson County, Kansas; provided, however, this Declaration may not be terminated without the written consent of Developer so long as Developer is the Owner of any Lot within the Subdivision as then constituted.

22. **COVENANTS RUNNING WITH THE LAND:** The provisions of this Declaration of Restrictions shall be deemed to create mutual

servitudes benefiting and burdening each of the Lots in Hampton Park Subdivision and shall be deemed to be covenants running with the land and shall be binding upon the above-named Developer and all purchasers, successors, transferees, grantees and assigns claiming by, through, or under Developer.

23. **ANNEXATION OF ADDITIONAL LAND:** Developer shall have the unilateral right to annex additional land into the Subdivision (without the consent of any Owner), in which event the Owners in such additional, annexed land shall have the same benefits and burdens as are contained herein or as may be contained in a Declaration of Restrictions (the "Additional Declaration") filed by Developer with respect to the additional land in the Office of the Register of Deeds of Johnson County, Kansas. 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. Annexation of additional land by Developer shall occur by Developer filing an Amendment to this Declaration changing the legal description of the Subdivision or by filing the Additional Restrictions for such additional land and providing for membership in the Association.


24. **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. Such notice shall be effective upon the earlier of (i) the date received, or (ii) two (2) days after deposited in the U.S. mail.

25. **AMENDMENT:** By written consent of all of the Owners of the Lots within the Subdivision as then constituted, evidenced by an Amendment duly executed and acknowledged by such Owners and recorded in the Office of the Register of Deeds for Johnson County, Kansas, this instrument may be modified, and amended; provided, however, this Declaration may not be amended without the written consent of Developer so long as Developer is the Owner of any Lot within the Subdivision as then constituted.

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

HAMPTON PARK VENTURE,
a Kansas joint venture

BY: BODINE COMPANIES, INC.

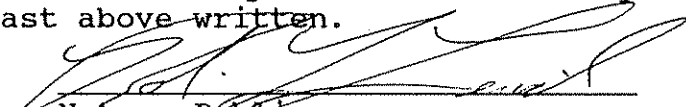
By: 
Virgil W. Bodine, President
and Managing Partner

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

On this 25th day of October, 1994, before me, a Notary Public, personally appeared Virgil Bodine, to me known to be the person described herein and who executed the foregoing instrument as President of Bodine Companies, Inc., general partner in Hampton Park Venture, and he acknowledged that he executed the same as his fee act and deed and as the free act and deed of said corporation and partnership, and that the execution was authorized by said partnership.

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

ROBIN L. LINCK
Notary Public - State of Kansas
Appt. Expires 8-17-97



Notary Public

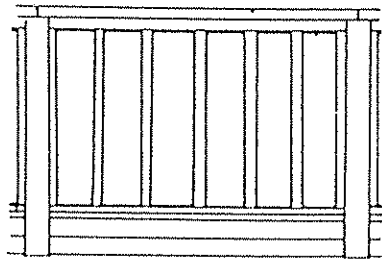
My Commission Expires:
August 17, 1997

EXHIBIT "A"

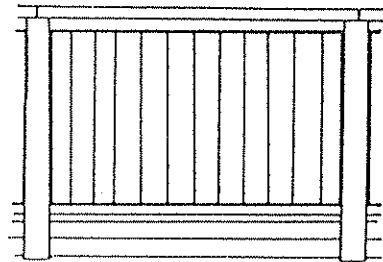
Legal Description of the Property

Lots 1 through 75, Hampton Park, 1st Plat, a subdivision in Overland Park, Johnson County, Kansas.

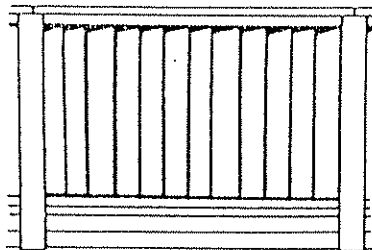
EXHIBIT "B"



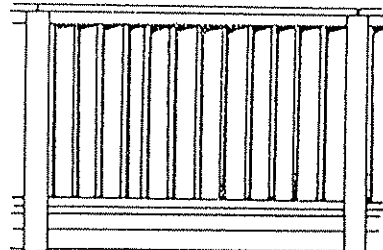
Spaced Picture Frame
1 x 4 or 1 x 6 boards



Solid Picture Frame



Louver Overlap Closed
Picture Frame



Louver Overlap Open

No fencing constructed by an owner shall have capped posts for decorative or any other purpose.

KANSAS ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

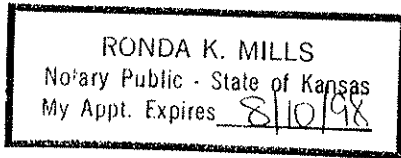
BE IT REMEMBERED, That on this 3rd day of November, 19 94 before me, the undersigned, a Notary Public in and for said County and State, came KEN A. ROGLER, PRESIDENT OF ROGLER ENTERPRISES, INC. who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

Ronda K. Mills

NOTARY PUBLIC

My Commission Expires:



KANSAS ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

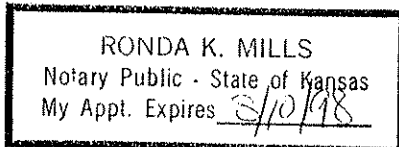
BE IT REMEMBERED, That on this 31st day of October, 19 94 before me, the undersigned, a Notary Public in and for said County and State, came RICK SMITH, PRESIDENT OF CEDARWOOD HOMES, INC. who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

Ronda K. Mills

NOTARY PUBLIC

My Commission Expires:



KANSAS ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 1st day of November, 1994 before me, the undersigned, a Notary Public in and for said County and State, came BRUCE L. RIEKE, PRESIDENT OF B.L. RIEKE & ASSOCIATES, INC. who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

Ronda K. Mills
NOTARY PUBLIC

My Commission Expires:

RONDA K. MILLS
Notary Public - State of Kansas
My Appt. Expires 8/10/98

KANSAS ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 31st day of October, 1994 before me, the undersigned, a Notary Public in and for said County and State, came PAUL J. ROBBEN, PRESIDENT OF WOODSTONE HOMES, INC. who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

Ronda K. Mills
NOTARY PUBLIC

My Commission Expires:

RONDA K. MILLS
Notary Public - State of Kansas
My Appt. Expires 8/10/98

KANSAS ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

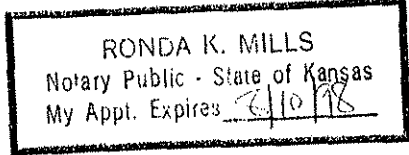
BE IT REMEMBERED, That on this 1st day of November, 19 94 before me, the undersigned, a Notary Public in and for said County and State, came STEVEN MCLEROY AND KATHLEEN P. MCLEROY, HUSBAND AND WIFE who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

Ronda K. Mills

NOTARY PUBLIC

My Commission Expires:



KANSAS ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 2nd day of November, 19 94 before me, the undersigned, a Notary Public in and for said County and State, came GREGORY D. PRIEB, PRESIDENT OF GREG PRIEB HOMES, INC. who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

Ronda K. Mills

NOTARY PUBLIC

My Commission Expires:

