

CONTRADICTORY - SAYS 3 CAR attached but then
Have owners can approve building plans.
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TO: PROPERTY OWNERS IN THE WYCKLOW HOMEOWNERS ASSOCIATION
FROM: BILL MERRION, PRESIDENT
SUBJECT: PROPOSED DECLARATION OF RESTRICTIONS

At the annual general meeting of the Wycklow Homeowners Association in October, 1992, a committee was established to examine the covenants and restrictions of the Association. The appointed and approved committee consisted of Dr. Judy Jacobs (#4), John Williams (#15), and Milt Francis (#3).

Examination of all public records concerning the Wycklow subdivision revealed that the restrictive covenants which were established with the creation of the Wycklow development in 1960 had expired in 1985 and were not renewed in accordance with the provisions of the original documents. Consequently, we have no restrictions in effect at this time. Our only protection from adverse and potentially value destroying influences is the Overland Park City Code, which is substantially inferior in its protection from adverse influences to anything in effect for subdivisions of the quality and character of Wycklow.

The committee, augmented by the volunteer additions of Roy Dunlap (#22), and Paul Kostrow (#13), investigated restrictive covenants now in effect in other similarly valued developments in the area and developed the attached draft. The provisions in the draft are for the most part direct lifts from the documents of these developments.

I ask that you please study this draft and make your comments in writing directly to Milt Francis of the committee. All suggestions will be carefully considered by the committee and either incorporated or you will be advised in the alternative. Please provide your comments and suggestions no later than Friday, September 17, 1993. An absence of response will be considered as approval of the draft.

To be fully effective in protecting our uniquely beautiful area every property owner must be a signatory to the covenants, so I ask that you give serious attention to this document. When approval is received from hopefully all the property owners, a lawyer will be retained to prepare the final document for signatures and recordation.

I trust that you see the importance of and the need for collectively banding together to forge this instrument which will preserve our way of life as well as our substantial investments. If you have any questions please call me or any member of the committee.

Bill Merrion
President

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the following owners:

(LIST ALL 23 OWNERS AND ADDRESSES)

of the real estate situated in the County of Johnson, State of Kansas, described as follows, to wit:

"All of that land now platted or hereafter platted as Wycklow, a subdivision in Overland Park, Johnson County, Kansas."

desire that the land above described shall continue to be used as a high class single family residential subdivision of detached homes.

NOW, THEREFORE, in consideration of the premises and to the end that the said owners of Wycklow subdivision, their successors and assigns, and their future grantees, their heirs, successors and assigns, and each of them, may be protected and assured that the above described land, subject to exceptions hereinafter contained, will be for single family residential purposed only, said owners for their successors and assigns and their future grantees, do hereby agree and declare that all of the land above described shall be and the same is hereby restricted as to its use in the manner hereinafter set forth:

Section 1. USE OF LAND.

All lots in the tract shall be known and described as single family detached residential lots and none of said land may be improved, used or occupied for other than private residential purposes. No flat or apartment house although intended for residence purposes may be erected thereon. Any residence erected or maintained thereon shall be designed for occupation by a single family, not to exceed two stories in height and a garage of not more than three cars.

Section 2. SIZE OF LOTS.

All lots shall contain a minimum of 30,000 square feet, including the area to the center of the private streets and that area over, under and across which easements have been reserved for sewers and public utilities. No existing lot may be subdivided or added onto except with the prior written approval of the Wycklow Homeowners Association. Under no circumstance, however can any replatting result in a lot area of less than the aforementioned minimum lot area.

Section 3. SIZE OF LIVING AREA.

The floor area of the main structure of any residence exclusive of porches, garages and basement areas, finished

~~No detached garage, carport or outbuilding of any kind or character may be erected on any lot without the written prior consent of the Wycklow Homeowners Association.~~

Section 8. LIVESTOCK AND POULTRY PROHIBITION.

No livestock or poultry may be kept or maintained on any lots hereby restricted. No more than two dogs may be kept in any property.

Section 9. NOXIOUS OR OFFENSIVE TRADE PROHIBITION.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything thereon be done thereon which may be or become an annoyance or nuisance to the neighborhood. Any activity which affects any resident's right to the peaceful enjoyment of that resident's property is prohibited.

Section 10. NO OUTBUILDING TO BE USED AS A RESIDENCE.

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

Section 11. FENCES AND WALLS.

Any fence, boundary wall or hedge shall be ornamental and shall not disfigure the property or neighborhood. No fence or boundary wall exceeding six feet in height shall be erected without the prior written consent of the Wycklow Homeowners Association. Chain link or any other wire fence material of any kind is prohibited for any purpose whatsoever.

Section 12. FRONTAGE OF RESIDENCES ON STREETS.

Any residence erected or rebuilt wholly or partially on any lot or any part thereof shall front on the street upon which said lot fronts.

Section 13. PRIVATE STREETS.

All streets within the Wycklow subdivision are private and approximately 20 feet in width. The speed limit on these narrow streets is 20 mph. Said private streets shall in no way be obstructed or blocked in any way by any persons subjected to these restrictions, nor shall any persons subject to these restrictions permit or allow automobiles or other vehicles to be parked on said private streets except temporarily, on only one side of the street, and never overnight.



Section 14. PROHIBITED PARKING.

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

Section 15. ANTENNAS, SATELLITE DISHES.

No television or radio antenna or aerial shall be placed on the exterior of any structure or constructed or mounted separately. Satellite dish installation must be located in the rear yard only, and must be screened from street and adjoining neighboring lots. Any satellite dish installation must be approved in writing in advance by the Wycklow Homeowners Association.

Section 16. UNSIGHTLY PROJECTIONS.

No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence. Solar panels shall not be installed on the street side of any structure or lot.

Section 17. MOVE IN STRUCTURES.

No structure of any kind which has previously been at another location shall be moved onto any lot in this subdivision without the prior written approval of the Wycklow Homes Association.

Section 18. FOUNDATIONS.

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

Section 19. ROOF REPLACEMENT.

Reroofing materials that may be used on homes in the Wycklow subdivision shall be one of the following types and shall have the written approval of the Wycklow Homeowners Association prior to ordering the materials or installation:

A. Wood Shingles. No. 1 Grade with minimum 0.40 inch thickness at the butt. This material shall not be installed over an existing roof.

B. Wood Shakes. No. 1 Grade with minimum 1/2 inch thickness at the butt. Must be installed over an underlayment of 30 lb. roofing felt.

C. Slate. Material must be of uniform size and color installed over 30 lb. roofing felt.

D. Clay Tile. Material must be of uniform size installed over 30 lb. roofing felt.

E. Concrete Tile. Material must be of uniform size and color installed over 30 lb. roofing felt.

F. Laminated Composition Shingles. Such material must have a minimum weight of 320 lbs/square, a minimum thickness of 3/16th inch at the butt and must be installed over an underlayment of 30 lb roofing felt. Installation must be over solid decking and shall not be installed over existing shingles. Installation shall include double thickness or greater ridge and hip shingles. The installation shall be with sheet metal valleys and flashings. The shingles shall be of such design as to provide shadow lines and/or relief which imitates a wood shingle or shake in appearance.

Section 20. BILLBOARDS PROHIBITED.

No sign, advertisements, billboards or advertising structures of any kind may be erected or maintained on any land herein restricted. Temporary campaign signs are excepted.

Section 21 PLAY EQUIPMENT.

Permanently installed play equipment on individual lots is restricted to the rear of the rear building line of a structure and must be suitably screened from neighboring structures.

Section 22. SWIMMING POOLS.

Swimming pool location and any pool improvements such as bubble domes, slides, diving boards must be approved in advance in writing by the Wycklow Homeowners Association. Above ground pools are prohibited.

Section 23. MAINTENANCE OF STREETS AND COMMON AREAS.

All homeowners, members or not of the Wycklow Homeowners Association, are responsible for maintaining all streets and common areas within the subdivision.

SECTION 24. MAINTENANCE OF PRIVATE PROPERTY.

All property owners are required to maintain the exterior of their properties, including yards, driveways and exterior of buildings, in a manner consistent with the standard of the neighborhood. This includes keeping roofs

fences, driveways and exterior paint and brickwork in good repair. It includes keeping lawns and yards properly mowed and maintained. Any homeowner may file a complaint with the Homeowners Association about an improperly maintained property. If the complaint is of merit, the Homeowners Association will make a written request for appropriate remedial action. Failure of the property owner to take prompt appropriate action will empower the Homeowners Association to contract for such repairs and to bill the property owner for same.

SECTION 25. TRASH COLLECTION.

In the interest of maintaining the best possible street appearance at all times, trash and recyclable material bins shall not be placed curbside no sooner than the evening before pickup.

SECTION 26. PERSONS BOUND BY THESE RESTRICTIONS.

All persons, corporations who now own or shall hereafter acquire any interest in any of the land which is hereby specifically restricted shall be taken and held to agree and covenant with the owners thereof and with its successors and assigns to conform to and observe the covenants, restrictions and stipulation as to the use thereof and the construction of residences and improvements thereon for a period of twenty-five years from date of this Declaration of Restrictions; binding on all parties and all persons claiming under them until the aforesaid date; and provided further that each of the restrictions shall be renewable in the manner hereinafter set forth; provided further that nothing herein contained shall be construed to prevent the continued use of said land or any part or parts thereof for the purpose for which it is now being used.

Section 27. RIGHT TO ENFORCE.

Each of the restrictions herein set forth shall run with the land, bind the present owners, their successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owners of the said land and their successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said land and the construction of improvements thereon. The owners of any of the above described land shall have the right to sue for and obtain injunction, prohibitive or mandatory or any other legal or equitable relief to prevent the breach of or to enforce the ownership of restrictions above set forth and/or recover damages for such violation. The invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of Wycklow Homeowners Association or

the owner of any other lot or or land 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.

Section 28. DURATION OF RESTRICTIONS.

*CAN NOT
BE
RENEWED*

~~The above covenants and restrictions shall continue and be in full force until the 31st day of December, 2020, and shall automatically be continued thereafter for successive periods of 10 years each, provided, however, that the then owners of the fee simple title of a majority of the front feet of the lots herein described, may release the land or any part of it from any one or more of said restrictions, on December 31st, 2020 or at the expiration of any ten 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.~~

The provision of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the above named owners and all persons claiming by, through and under them.

Section 29. MISCELLANEOUS.

These restrictions shall apply to all buildings or outbuildings originally constructed, remodeled or rebuilt in case of destruction by fire or other casualty. Any building which is to be rebuilt, altered or added upon must comply with all the provisions set forth above, even if the structure prior to any addition, rebuilding or alteration did not previously comply.

Nothing in these restrictions shall be deemed to permit any violation of the zoning restrictions or any other Federal, State, County or local law or regulation, and if at any time any of the provisions of this agreement shall be found to be in conflict with such laws shall become null and void, but no part of this agreement not in conflict therewith shall be affected thereby.

IN WITNESS WHEREOF, Wycklow Womeowners Association has by authority of the homowners hereinbefore recited caused this instrument to be executed by its President this day of 1993.

WYCKLOW HOMOWNERS ASSOCIATION

President.

Secretary

LIST ALL ADDRESSES AND SIGNATURE LINE FOR EACH HOMEOWNER.