

**VILLAS OF ST. ANDREWS HOMES ASSOCIATION  
 AMENDED AND RESTATED DECLARATION OF RESTRICTIONS**

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**Before any exterior painting (including the existing colors) or making any significant landscaping change, exterior color change on houses or decks, or any structural additions or alterations, please obtain pre-approval from the Architectural Committee. Failure to do so may result in the homeowner being required to re-paint or make other changes after the work has been started or completed.**

VILLAS OF ST. ANDREWS  
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION of Restrictions is made as of the 20 day of MARCH, 2019, by Homes Association of Villas of St. Andrews and its undersigned Owners.

On September 19, 2001, the 143<sup>rd</sup> & Quivira Company, L.L.C. executed the Villas of St, Andrews Homes Association Declaration of Restrictions, which was recorded in Book 7333 beginning at Page 566 in the office of the Recorder of Deeds for Johnson County, Kansas.

WHEREAS, the lots in such plat are part of the area commonly known as "Villas of St. Andrews," to wit:

All of Lots 1 through 68, Villas of St. Andrews, a subdivision of land in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

All of Lots 69 through 83, Villas of St. Andrews, Third Plat, a subdivision of land in the City of Olathe, Johnson County, Kansas according to the recorded plat thereof.

and

WHEREAS, the lots in Villas of St. Andrews identified above are subject to the Declaration of Restrictions and its amendments; and

WHEREAS, pursuant to Section 18(a), the Declaration of Restrictions may be amended by a duly acknowledged and recorded written agreement signed by the Owners of at least two-thirds of the lots in the subdivision; and

WHEREAS, Homes Association of Villas of St. Andrews and its undersigned Owners, as the present Owners of the above-described lots, desire to place certain restrictions on such lots to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the developer, and all of said restrictions shall be for the use and benefit of Homes Association of Villas of St. Andrews and its present and future Owners, grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Homes Association of Villas of St. Andrews and its undersigned Owners of more than two-thirds of the lots,, for themselves and for their successors and assigns, and for their future grantees, hereby agree and declare that all of the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definitions. For purposes of this Declaration, the following definitions shall apply:

- a. "Lot means any lot as shown as a separate lot on any recorded plat or all or part of the Subdivision; provided, however, that if an Owner, other than the Developer, owns adjacent lots (or parts thereof) upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot."
- b. "Unit" means collectively (i) one single family residential unit that will be, is being or has been constructed on any Lot and (ii) the portion of the Lot that allocated to such unit.
- c. "Subdivision" means all of the above-described lots to be part of Villas of St. Andrews, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.
- d. "Developer" means 143<sup>rd</sup> & Quivira Company, L.L.C., a Kansas limited liability company.
- e. "Owner" means the record owner(s) of title to any Unit, and for purposes of all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.
- f. "Common Areas" means (i) any entrances, monuments, berms, street islands, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Developer at or near the entrance of any street or along any street, and any easements related thereto, in the Subdivision, (ii) all landscape easements that may be granted to the Homes Association, for the use, benefit and enjoyment of all owners within the Subdivision, and (iii) all other similar areas and places, together with all improvements thereon and thereto, the use, benefit or enjoyment of which is intended for all of the owners within the Subdivision, whether or not any "Common Area" is located on any Lot.
- g. "Homes Association" means Villas of St. Andrews Homes Association, Inc., the Kansas not-for-profit corporation formed by the Developer for the purpose of serving as the homes association for the Subdivision.
- h. "Exterior Structure" means 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, outbuilding, fence, patio wall, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, flag pole, swing set, trampoline, sand box, playhouse, tree house or other recreational or play structure, antennae, satellite dishes, windmills, and all exterior sculptures, statuary, fountains, and similar yard décor.

- i. "Approving Party" means the Homes Association (or with respect to Exterior Structures and other matters assigned to it, the Architectural Committee).
  - j. "Board" means the Board of Directors of the Homes Association.
  - k. "Architectural Committee" means: a committee comprised of at least three members of the Homes Association, all of whom shall be approved by and serve at the pleasure of the Board (subject to the term limitations and other provisions of Section 13 below).
  - l. "City" means the City of Olathe, Kansas.
2. Use of Land. Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than private residential purposes. No structure containing more than one living unit may be erected on any Lot. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved into or maintained upon any of the Lots or any Common Area or used for human habitation.
3. Building Material Requirements.
- a. Exterior walls of all appurtenances thereto shall be of stucco, brick, stone, plate glass, glass block, smart panel, or any combination thereof. All windows shall be constructed of glass, vinyl, white metal or white vinyl, clad and wood laminate or any combination thereof. All exterior doors shall be constructed of wood, vinyl, metal or vinyl clad and wood laminate, colored metal (other than silver) and glass, or any combination thereof. All exterior louvers and shutters shall be constructed of wood or vinyl, or any combination thereof. The roof of each home shall be constructed with 40-year "Shadow" shingles by Celotex, or such other comparable type of shingle as approved by the Architectural Committee. Paint colors are restricted to such colors approved by the Architectural Committee.

Stone for front elevation: Gray Kansas Limestone from Higgins Stone in Topeka or such other comparable stone approved by the Architectural Committee. Shutters shall be constructed of wood or vinyl.

Notwithstanding the foregoing provisions of this Section 3 requiring or prohibiting specific building materials or products, any building materials products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the Architectural Committee in its absolute discretion, shall be acceptable upon written approval by the Architectural Committee in its absolute discretion.

- b. All exteriors, except roofs and natural side walls, shall be covered with a workmanlike finish of two coats of high quality paint or stain. No residences or Exterior Structure shall stand with its exterior in any unfinished condition for longer than twelve months after commencement of construction. All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the residences or covered with siding compatible with the structure.
  - c. No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.
  - d. No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue, and all fireplace flues shall be capped with a black metal rain cap. Plastic radon piping shall be painted to match the color of the house.
  - e. Except as otherwise permitted by the Architectural Committee in writing, all residences shall have a house numbers in the style(s) approved by the Architectural Committee, which numbers shall be located over the front door or adjacent to the side trim of the front door or garage door.
  - f. All Driveways shall be concrete. All private sidewalks shall be concrete. Crushed gravel, asphalt and natural driveways and sidewalks are prohibited.
  - g. All units shall have at least a two-car garage. No carports are permitted.
4. Minimum Floor Area. Unit shall be constructed upon any Lot unless it has a total finished floor area of at least 1500 square feet. Finished floor area shall exclude any finished attics, garages, basements and similar habitable areas. The Board, in its absolute discretion, may allow variances from the minimum square footage requirement for specified Lots.
5. Approval of Plans; Post-Construction Changes; Grading.
- a. No significant landscaping change, exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Architectural committee.
  - b. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading of any Lot shall be made without the prior written approval of the Approving Party and, if necessary, the City. The Homes Association shall have no liability or responsibility to any builder, Owner

or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan or any approved lot grading plan. The Homes Association does not represent or guarantee to any Owner or other person that any grading plan for the Lots that it may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other person's satisfaction.

6. Set Backs. No residence, or any part thereof (exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections), or Exterior Structure, or any part thereof, shall be nearer the street line than the building set back lines shown on the recorded plan for such Lot; provided, however, that the Approving Party shall have the right to decrease, from time to time and in its absolute discretion, the setback lines for a specific Lot, to the extent they are greater than the minimum setbacks required by the City, by filing an appropriate instrument in writing in the office of the Register of Deeds of Johnson County, Kansas.

7. Exterior Structures.

a. No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) strictly in accordance with a pursuant to the prior written approval of the Architectural Committee as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior color scheme and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below or elsewhere in this Declaration.

b. (i) Lots may have only black aluminum picket fences in the specific styles approved by the Homes Association. All fences, shall be ornamental and shall not disfigure the property or the neighborhood. No chain link, wooden, or similar fence shall be permitted. Unless and until otherwise specifically approved in writing by the Approving Party, (A) no fence shall exceed four feet in height, (B) no fence shall be constructed or maintained on any Lot nearer to the street than the rear corners (as defined by the Approving Party) of the residence, (C) no fence shall be constructed or maintained on any Lot more than one foot from the property line of the Lot or Unit, except to the extent necessary for such fence to abut the residence, (D) all fences must be joined to or abutting any previously existing fences on adjacent Lots or Units, (E) all fences shall be stair-stepped to follow the grade of the Lot. (F) Lots 1-6 and 55-68 will require a berm landscape easement, which requires the fence to be a minimum of 3 feet off the berm. (G) Fencing maintenance is the responsibility of the homeowner.

(ii) All basketball goals shall be permanently installed, free standing and not attached to the residence unless the Architectural Committee determines that there are compelling reasons for the basketball goal to be attached to the residence. No portable basketball goal shall be allowed. All backboards shall be transparent and all poles shall be a black color. There shall be only one basketball goal per Lot. The Board shall have the right to establish reasonable rules regarding the hours of use of

basketball goals and any such rules shall be binding upon all of the Lots and the Developers.

(iii) Except where specifically authorized by the Architectural Committee in writing, all recreational or play structures (other than basketball goals) shall be located behind the back building line or the residence and shall be constructed of cedar or redwood.

(iv) No aboveground type swimming pools shall be permitted. All pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with the other provisions of the Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times. All pool and hot tubs must be approved by the Architectural Committee.

(v) The following Exterior Structures shall be prohibited: animal runs, trampolines, tennis courts, paddle tennis courts, sports courts, permanent awnings, flagpoles, windmills, dog houses, tree houses, detached greenhouses and other detached outbuildings.

(vi) No Exterior Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

(vii) Yard decor or artistic expression objects may be installed if approved in advance by the Architectural Committee. The objects may be located in landscaped areas and on the front porch. The objects shall blend with current landscaping. Sculptures, birdbaths, fountains and similar decorative objects are allowed on the exterior of the residence only with the specific written approval of the Architectural Committee.

**(viii) Retractable awnings may be installed if approved in advance by the Architectural Committee.**

c. No fence or other Exterior Structure installed by or for the Approving Party anywhere in the Subdivision may be removed or altered by any other person without the prior written consent of the Approving Party.

**8. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.**

a. Except as otherwise provided in Section 2 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent and Owner from maintaining an office area in his residence in accordance with the applicable ordinances of the City.

b. No noxious or offensive activity shall be carried on with respect to any Unit; nor shall any grass clippings, trash, ashes or other refuse be thrown, placed or dumped upon any Unit or Common Area; nor shall anything be done which may be or become an annoyance or a nuisance to the Subdivision, or any part thereof. Each Owner shall properly maintain his Unit in a neat, clean and orderly fashion. All residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

c. Garages and Vehicles.

(i) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(ii) Overnight parking of motor vehicles of any type or character in public streets, Common areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only.

(iii) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited except during such time as such truck is actually being used for the specific purpose for which it is designed.

(iv) Recreational motor vehicles of any type or character are prohibited except:

(1) Storing in an enclosed garage;

(2) Temporary parking for the purpose of loading and unloading (maximum of one consecutive night and one night every 14 days); or

(3) With prior written approval of the Approving party.

(v) Except as provided in subsection (iv) above, no vehicle (other than an operable passenger automobile, passenger van or small truck), truck, bus, boat, trailer, camper or similar apparatus shall be left or stored overnight on any Lot, except in an enclosed garage.

(vi) Garage doors shall remain closed at all times except when necessary.

d. No television, radio citizens' band, short wave or other antenna, satellite dish (other than as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Exterior Structure or erected in any yard. 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 it violates the First Amendment or any other provision of the United States law or constitution, the Architectural Committee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Subdivision, and all parts



thereof, and any such rules and regulations shall be binding upon all of the Units. Notwithstanding any provision in this Declaration to the contrary, satellite dishes (maximum 36 inches in diameter) may be installed, with the prior written consent of the Architectural Committee, so as not to be readily visible from the street. The Approving Party shall have the right to establish rules and regulations binding upon all of the Units and specific requirements for each Unit, regarding the location, size, landscaping and other aesthetic aspects of such small satellite dishes so as to control the impact thereof on the Subdivision, and all parts thereof.

e. No artificial turf, flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard.

f. No lights or other illumination (other than street lights) shall be higher than the residence. Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white and not colored. All exterior decorations and landscape lighting must be approved in advance by the Architectural Committee.

g. No garage sales, sample sales, or similar activities shall be held other than as a part of a neighborhood event approved by the Board. Estate sales may be held only with prior written approval of the Board subject to such rules and conditions which may be adopted by the Board.

h. No speaker, horn, whistle, siren, bell or other sound device, shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board.

i. All residential service utilities shall be underground, except with the approval of the Developer.

j. In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted to remain in damaged condition for longer than five months.

k. No shed, barn, outbuilding, animal run, animal house, playhouse, play structure, detached garage or other storage facility shall be created upon, moved onto or maintained upon any Lot. Storage shall be permitted under a deck provided such area is screened as otherwise authorized herein.

l. No outside or underground fuel storage tanks of any kind shall be permitted.

m. No driveway shall be constructed in a manner as to permit access to a street across a rear lot line.

n. No sign, advertisement or billboard may be erected or maintained on any Unit except that:

- i. One sign no more than three feet high or three feet wide, not to exceed a total of six square feet, may be maintained offering the residence for sale.
- ii. One garage sale sign not more than three feet high or three feet wide, not to exceed a total of six square feet, is permitted on the Unit when the sale is being held, provided such signs are erected in accordance with city code and are removed within 24 hours after the close of the sale.
- iii. One political sign per candidate or issue not more than three feet high or three feet wide, not to exceed a total of six square feet, is permitted for up to 45 days before the election but must be removed within 48 hours after the election, or as otherwise established by state law.
- iv. Small school-related activity signs may be maintained near the Unit while the student is residing in the Unit. Event celebration signs ("new baby," "graduation," etc.) may be maintained for up to seven days.

o. No signs offering a Unit for rent or lease shall be allowed in the Subdivision.

p. No sign shall be placed or maintained in any Common Area without the approval of the Approving Party.

q. No trash, refuse, or garbage can or receptacle shall be placed on any Unit outside a residence, except after sundown of the day before or upon the day for regularly scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

r. Renting and Leasing. Each Unit Owner who desires to rent any part of a Unit must comply with all licensing and other requirements of the City. No Unit or part thereof shall be leased, rented or used for transient or hotel purposes, which are defined as: (i) lease or rental of less than three (3) months duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Each lease agreement shall be in writing, shall require that the tenant and other occupants comply with all provisions of the Homes Association Instruments and the rules and regulations promulgated by the Board from time to time, and shall provide that the failure by the tenant to comply with the terms of the Homes Association Instruments and such rules and regulations shall be a default under the lease. If a tenant fails to comply with the terms of this Declaration or such rules and regulations, the Unit Owner shall, if so directed by the Board and to the extent permitted by law, terminate the lease and evict the tenant. Prior to the commencement

of the term of a lease, the Unit Owner shall notify the Board, in writing, of the name(s) of the tenant(s) and the time during which the lease term shall be in effect and provide the Board with a copy of the lease. Notwithstanding the existence of a lease, the Unit Owner shall remain liable for all obligations, including, without limitation, the payment of assessments, fines and enforcement charges, under this Declaration with respect to the Unit and shall cause the Unit to be maintained to the same general conditions and standards as then prevailing for owner-occupied Units.

s. No solar panels shall be erected or maintained on any Lot or upon the exterior of any Unit without the prior written approval of the Board, and then only in places and under such conditions as are expressly authorized by the Board. The Board shall have the power to limit the size of the solar panels and require such specific areas and methods of placement of any such solar panels as it deems appropriate in order to render the installation as inoffensive as possible to other Owners. In the event these limitations, or any part thereof, are deemed unlawful, the Board shall have the right to regulate the placement of such solar panels in a manner not in violation of the law.

9. Animals. No animals of any kind shall be raised, bred, kept or maintained on any Unit except that dogs, cats and other common household pets may be raised, bred, kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance and (c) the City ordinances and other applicable laws are satisfied. When outdoors, all pets shall be confined to the rear of the Unit of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Units owned by others. Homeowners are limited to either two dogs or two cats or a combination of three (2 cats and 1 dog or 2 dogs and 1 cat). Dogs with vicious propensities (as determined by the Board) may be prohibited by the Board. The right of a Unit Owner or Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the subdivision or other Units or Occupants. Any costs incurred by the Association to correct any damage caused by a pet shall be assessed against the Unit Owner of the Unit keeping the pet and such Unit as a Special Unit Expense. **By acceptance of a deed to a Lot, all Owners thereof acknowledge and accept the inherent risks and hazards (whether foreseeable or not) associated with dogs and other animals. The Association and its officers, directors, managers, representatives, and agents shall have no liability or responsibility to any Owner or other party with respect to such inherent risks and hazards. To the maximum extent permitted by law, each Owner, for himself, the members of his family, his guests, his tenants, and invitees, shall be deemed to have released and agreed never to make a claim against the Association, or any of its officers, directors, managers, representatives or agents for any personal injury or death that may be suffered or incurred by any of such releasing parties in connection with any dogs or other animals, and each of them shall be deemed to have waived any and all claims and causes of action that any of them may ever have against any of such released parties with respect thereto.**

10. Lawns, Landscaping and Gardens. All lawns, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully sodded and shall remain fully sodded at all times hereafter; provided, however, that the Owner of the Unit may leave or subsequently create a portion of the Unit as a natural area with the express written permission of the Approving Party. No lawn shall be planted with zoysia or buffalo grass. The Owner thereof shall landscape the Unit to the same standards as that generally prevailing through the Subdivision. All Units must have an operable lawn sprinkler system.

All vegetable gardens shall be located behind the rear corners of the residence and at least five feet away from the boundary of the Lot and have proper edging. No vegetable garden(s) shall exceed 100 square feet in size on any Unit except with the prior written consent of the Approving Party.

The lawn of each Unit shall be kept in good condition at all times and uniformly mowed and clipped with a length of grass not to exceed four inches:

Each Owner shall properly water, maintain and replace all lawns, trees and landscaping on the Owner's Unit (including any trees planted by or for the Developer, but excluding those in a Common Area maintained by the Homes Association.)

11. Easement for Public Utilities; Draining; Maintenance. All utility easements and rights-of-way shall inure to the benefit of all utility companies, including, without limitation, the Johnson County Unified Wastewater District, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of all Owners and the Homes Association as a cross easement for utility line or service maintenance.

The Homes Association shall have and does hereby reserve for itself and its successors and assigns an easement over and through all unimproved portions of each Unit in the Subdivision for the purpose of performing the duties of the Homes Association and maintaining any Common Area.

No water from any roof, downspout, basement or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line.

12. Common Areas.

- a. The Owners and the Homes Association shall have the right and easement of enjoyment in and to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Owners shall be appurtenant to, and shall automatically pass with, the title to each Unit. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

- b. Any Ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Owners in the Subdivision as to any Common Area shall be subject to the right of the City and Public Utilities to convey sewage, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Area, as provided in Section 12 above.
- c. No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Approving Party.
- d. Owners of Units adjacent or nearby the Common Areas shall prevent erosion and pollutant discharge and runoff into the Common Areas.
- e. Subject to the foregoing, the Homes Association shall have the right from time to time to make, alter, revoke and enforce additional rules, regulations and restrictions pertaining to the use of any Common Area.

13. Architectural Committee.

- a. No more than two members of the Board shall serve on the Architectural Committee at any time. The positions on the Architectural Committee may be divided by the Board into two classes with staggered two-year terms. No member of the Architectural Committee shall serve in such position for more than 48 months during any five-year period.
- b. The Architectural Committee shall meet as necessary to consider applications with respect to any Exterior Structures that require the approval of the Architectural Committee as provided in Section 8 above and to consider any other matters within the authority of the Architectural Committee as provided in this Declaration. A majority of the members of the Architectural 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 Committee.
- c. At each meeting, the Architectural Committee shall consider and act upon written and complete applications that have been submitted to it for approval in accordance with this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the individual members of the Architectural Committee, in their absolute discretion determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain procedural and

substantive guidelines and conditions that it intends to follow in making its decisions. Any written application, complete with appropriate drawings and other information, that is not acted upon by the Architectural Committee within 35 days after the date on which it is filed shall be deemed to have been approved.

d. Any applicant or other person who is dissatisfied with a 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 Seven days after the date the Architectural Committee renders its written decision. In making its decisions, the Board may consider any and all aspects and factors that the individual members of the Board, in their absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Subdivision, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. Any decision rendered by the Board on appeal of a decision of the Architectural Committee shall be final and conclusively binding on all parties and shall be deemed to be the decision of the Architectural Committee for all purposes under this Declaration. The Board from time to time may adopt, amend, revoke rules and regulations respecting appeals of decisions of the Architectural Committee, including, without limitation, requiring payment of a reasonable fee by the appealing party.

14. No Liability for Approval or Disapproval. Neither the Homes Association nor any member of the Architectural Committee or the Board shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

15. Covenants Running with Land; Enforcement. The agreements, restrictions, reservations and other provisions herein set forth area, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Subdivision. The Owners, and their successors, assigns and grantees, and all parties claiming by, through or under them., shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that neither the Owners, the Homes Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Units or Lots, each future grantee of any of the Units and Lots shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Unit or Lot.

The Homes Association and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions, reservations and other provisions here set forth, in addition to any action at law for damages. To the extent permitted by law, if the Owner or Homes Association shall be successful in obtaining a judgment or consent decree in any such court

action, the Owner and/or Homes Association shall be entitled to receive from the breaching party as part of the judgment or decree the legal fees and expenses incurred by the Owner and/or Homes Association with respect to such action.

Whenever the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Unit, the Homes Association may file with the Office of the Register of Deeds of Johnson County, Kansas, a certificate setting forth public notice of the nature of the breach and/or a non-compliance lien and the Unit involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Homes Association, acting upon a decision of the Board, respecting a specific violation shall constitute and be deemed as a waiver of such violation by all other persons and entities (other than the Developer).

Any breach of any restriction, covenant or provision contained in this Declaration shall give the Association (acting through the Board) the right, in addition to all other rights set forth herein, to establish, levy and collect monetary fines as a Special Unit Expense upon the offending Unit Owner and the Unit in such amounts as the Board deems necessary to effect compliance with the requirements.

16. Release or Modification of Restrictions.

- a. The provisions of this Declaration shall remain in full force and effect until December 31, 2038, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the Owners of at least a majority of the Units within the Subdivision as then constituted may release the Subdivision, from all or part of such provisions as of December 31, 2038, or at the expiration of any extension period, by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least one year prior to December 31, 2038, or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be amended, modified or terminated, in whole or in part at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by the Owners of at least two thirds (2/3) of the Lots within the Subdivision as then constituted.

b. Anything set forth in this Section 16 to the contrary notwithstanding, the Homes Association shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any of the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing, acknowledging and recording an appropriate instrument in writing for such purpose, if (i) either of Veteran's Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the Subdivision or any part of the Subdivision or any Unit in the Subdivision, for federally-approved mortgage financing purposes under applicable Veteran's Administration or Federal Housing Administration or similar programs, laws and regulations, or (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the Subdivision.

If the rule against perpetuities is applied to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the now-living children and grandchildren of the individuals signing this Declaration on behalf of the Owners as of the date of such execution.

17. Waiver of Claims. To the extent the Subdivision is the subject of an Interim Unilateral Development Agreement between the Developer and the City, the Association, for itself and all future grantees of any of the Units or Lots, and their successors and assigns, hereby:

a. Waives any and all claims or causes of action against the City or any other party, for or relating to escrows paid (including interest thereof) to the City, special assessments levied against any portion of the Units or Lots, or thoroughfare right-of-way dedicated or condemned for any adjacent road from any plat containing the Units or Lots or otherwise condemned for any adjacent road, in any such case for thoroughfare construction with respect to any of the Units or Lots or the platting thereof; and

b. Waives any right to institute any proceeding against the City or any other party for any claim or cause of action damages, injunctive relief, refund, expenses or injury to persons or property arising out of the payment of money or the dedication of any right-of-way pursuant to any Interim Unilateral Development Agreement between the Developer (or any prior owner of the land now constituting the Lots) and the City or arising out of compliance by any party with any of the terms and conditions of such Interim Unilateral Development Agreement.

18. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.



IN WITNESS WHEREOF, the Homes Association and undersigned Owners have caused this Declaration to be duly executed the day and year first above written.

VILLAS OF ST. ANDREWS HOMES ASSOCIATION, INC.

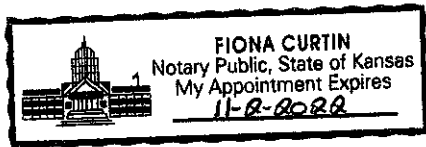
By: Carl J. Hellebusch  
Name: CARL J. HELLEBUSCH  
Its: Secretary

By: Leland M. Walker  
Name: LELAND M. WALKER  
Its: President

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF JOHNSON    )

On this 20 day of MARCH, 2019, before me, a Notary Public in and for said county and state, came LELAND M. WALKER and CARL J. HELLEBUSCH who personally appeared and stated that they are the President and Secretary of Villas of St. Andrews Homes Association, Inc., and that they executed the within instrument on behalf of said Homes Association and acknowledged to me that they executed the same for the purposes therein stated.

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



Fiona Curtin  
Notary Public

FIONA CURTIN  
(Printed Name)

My commission expires:  
11-2-2022