

**AMENDED AND RESTATED DECLARATION OF  
RESTRICTIONS  
(Sherwood Forest)**

THIS DECLARATION OF RESTRICTIONS, made as of the \_\_\_\_\_ day  
of \_\_\_\_\_ 2012 by the under signed owners.

WHEREAS, on or about June 13, 1947, that certain "Declaration of Restrictions"  
("Original Declaration") was recorded in the Office of the Register of Deeds of Johnson  
County, Kansas at Book 35, Page 17, encumbering the real property legally described on  
Exhibit "A"; and

WHEREAS, the Original Declaration provides that it can be amended by written  
document executed by the owners of 75% of the lot front footage within such real estate  
at any time after the passage of fifteen (15) years; and .

WHEREAS, the undersigned are the owners of 75% of the lot front footage  
within such real estate, and desire to amend and restate the Original Declaration as set  
forth herein.

NOW, THEREFORE, in consideration of the premises, the undersigned for themselves and for their successors, grantees and assigns, hereby amend and restate in its entirety the Original Declaration and agree that all of the lots, tracts and land shown described on Exhibit "A" shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

1. DEFINITION OF TERMS USED:

The word "street" shall mean any street, road, drive, or terrace of whatever name, as shown on said plat of the real property described on Exhibit "A".

The word "outbuilding" shall mean an enclosed or unenclosed, covered structure of any kind, not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered lots, as platted, or part or parts of one or more numbered lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. A "corner lot" shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

The word "tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.

The terms "district" or "subdivision" as used in this agreement shall mean all of the land described on Exhibit "A" attached hereto (hereinafter referred to as "Sherwood Forest"). The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the

restrictions then of record thereof is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "Association" shall mean the SHERWOOD FOREST HOMES ASSOCIATION, a Kansas not-for-profit corporation.

The term "public places" as used herein shall be deemed to mean all streets and common areas.

The term "owners" as herein used shall mean those persons or corporations who may from time to time own the land within the district.

2. PERSONS BOUND BY THESE RESTRICTIONS:

Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above-described lots and land hereby restricted shall be taken to hold and agree and covenant with the owners of said lots and land, and with their successors and assigns, to conform to and observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2031, provided, however, that each of said restrictions shall be renewable or amended in the manner hereinafter set forth.

The covenants are to run with the land and shall be binding on all owners within this subdivision and their grantees, heirs and assigns and all persons claiming under them until December 31, 2031, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owners of the fee title to the majority of said lots shall by resolution at a special meeting called for that purpose upon notices sent to all

such owners, release, change, amend or alter any or all of the said restrictions, to be effective at the end of any such twenty (20) year period. Such release, change, amendment or alteration shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of Johnson County, Kansas within two (2) years prior to the expiration of said twenty (20) year period. Provided, this document may be amended at any time upon the affirmative vote of seventy-five percent (75%) of the owners of the fee title to said lots. Such amendment shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of Johnson County, Kansas. And provided, further, that the Board of Directors of the Association shall have the right to amend this Declaration if required to do so to comply with the law or the order of a court of competent jurisdiction, without a vote of or consent by the Members of the Association. The following restrictions or protective covenants shall be kept by all persons owning, occupying or using said lots and land and may be enforced by injunction, mandatory or otherwise. The Association may recover its reasonable attorneys fees in connection with such proceedings.

If any party hereto, or any of its grantees or assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in Sherwood Forest to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages for such violation. All disputes amongst members and/or the HOA must submit to non-binding arbitration prior to any legal action.

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

No lot in Sherwood Forest shall be used for any purpose except residential one-family residences. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed two (2) stories in height.

No lot shall be in any way subdivided. No building, structure, appurtenance or improvement of any type shall be erected, placed or altered on any lot until construction plans and specifications, including a plan showing location on the lot, have been reviewed by the Architectural Committee, hereafter defined ("AC"). The By-Laws shall define the composition and procedures of the AC. No fences shall be erected, placed or altered without the prior review of the AC.

.A. No building shall be located nearer to the existing street lot line than permitted in the recorded plat of Sherwood Forest or the setback required by city ordinance, whichever is more restrictive.

B No building shall be located nearer than five (5) feet to any interior lot line, or as required by city ordinance, whichever is more restrictive.

C For the purposes of these covenants, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building or structure to encroach upon another lot.

D No fencing shall be permitted upon any of the lots unless such fencing, including location and height, is reviewed by the AC. All exterior decks shall subject to

review of the AC. All animal pens or runs shall be behind the setback line of the house and a reasonable effort shall be made to make it obscure from the street..

E All lawns shall be fully landscaped in a reasonable responsible manner. All trees, bushes, shrubs or natural growths shall be kept reasonably attractive..

F Each lot shall be used for only single family residential purposes. The Association may establish rules and regulations for the use of a portion of a home by the owner thereof in furtherance of his or her occupation; provided, however, that such use shall not otherwise result in the violation of these restrictions or permit advertising (on or off site) or frequent visitation by customers or clients at the home; and provided, further, that use of any lot for day care (child or adult) purposes is prohibited.

G The above lots may be improved, used or occupied only for private residences, and no flat, duplex or apartment house, though intended for residential purposes, may be erected thereon.

H No residence shall be more than two stories in height above grade.

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

J No dwelling or residence shall be occupied until fully completed, except for exterior painting, sod, landscaping and minor trim details, and such dwelling or residence must be fully completed within eighteen (18) months after the first earth excavation is started, unless an extension of such time is granted in advance by the AC. 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 without the commencement of repair or reconstruction.

K No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other common household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and further provided that not more than two (2) dogs or (2) cats (or combination thereof) shall be kept or maintained on any lot without the review of the AC..

L. No school bus, camper, motor home, mobile home, camper, camper-trailer, recreational vehicle, tractor, box truck, or truck with a capacity in excess of 3/4 ton, truck with camper attached or boat shall be parked or left outside on any lot for more than seven (7) consecutive days at any one time; such vehicles shall be stored in a garage if kept on a lot for more than seven (7) consecutive days. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No autos, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition, or whose presence might create an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or at the curb. No trash, old appliances, junk, brush piles or other refuse shall be allowed to accumulate on any lot.

M Exterior clotheslines or poles (except one flagpole) may be constructed behind the setback line of the back of the house.

N No exterior Christmas lights and/or holiday decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.

O. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Outside trash burning shall be prohibited, except with a proper permit or on lots that have residences under construction.

P No tanks for the storage of oil or other fluids, with the exception of rain/water barrels, may be maintained on any portion of the premises above or below the surface of the ground.

Q No trash, ashes, or other refuse shall be thrown, dumped or placed upon any undeveloped portion of the subdivision, including common areas.

R Lawns shall be kept in good condition as soil, climate and other natural conditions permit, and grass shall not be permitted to reach a height of six (6) inches or more or otherwise create an unsightly appearance. In the event such grass is not kept within the height limitation above, the Association after contacting the homeowner shall have the right to have such grass cut, and the cost therefor collected from the owner in the same manner as Association dues.

S Any property owner or property subject to the restrictions herein set forth may permanently construct, for their personal use, one in-ground or above ground swimming pool, the design and materials of which shall be subject to the review of the AC. Unless otherwise approved by the Board, all pools shall be behind the property setback line of the home and landscaped in a reasonable responsible manner with a reasonable effort to obstruct from view.

T Storage buildings shall be allowed with prior review of the AC.



U. Solar panels or solar collectors may be installed on the exterior of any residence or on any lot with prior review of the AC.

V Basketball goals shall be kept in good condition. Playground structures or equipment shall be allowed on any lot behind the setback line of the home and maintain properly.

W No permanent signs of any type shall be erected, placed or maintained on any lot or on any structure on a lot without the prior review of the AC, except that subdivision entry signs/markers, directional signs and advertising signs may be erected and maintained by the Association. For purposes hereof, a "sign" includes any mark, symbol, word(s), drawing or other drawing intended to communicate to a viewer. All temporary signs may be place in yards for a reasonable duration.

X No residence or lot or any portion thereof may be leased or rented for a period of less than twelve (12) months. All leases or rental agreements shall be in writing, and the owner of the lot shall be responsible for compliance by the renter or lessee of these restrictions and the rules and regulations of the Association.

Y Exterior sculptures, fountains and other similar yard decor shall be subject to the prior review of the AC.

Provided, however, that the AC shall have power to review andbuilding, construction and fencing materials that may now or hereafter exist, and which would otherwise be prohibited by these Restrictions, upon a finding that the use of such materials will not be injurious to the values of existing homes in Sherwood Forest.

Z Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract. Within these easements, no

structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.

AA All residences shall have a total finished square footage area of not less than the prior existing square footage; the AC shall have the right to review in writing variances up to 10% from the foregoing minimum square footage on a case-by-case basis.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.