

## Nottingham Downs-Duplex Declaration of Restrictions

1663151 Prepared by the Developer of Nottingham Downs HANOVER DEVELOPMENT COMPANY II and Filed December 12, 1986

### 1. Definition of Terms Used.

(b) The term "Duplex Unit" shall mean, collectively, (i) one of the two separate residential units contained in a duplex that has been constructed on any Lot and (ii) the portion of the Lot that is allocated to such unit.

(h) The term "Homes Association" shall mean Nottingham Downs-Duplex Homes Association, Inc. a Kansas not –for-profit corporation to be formed by the Developer.

(i) The term "Exterior Structure" shall mean any man-made structure protruding above the ground that is not directly attached to and a structural component of the residence to which it is appurtenant, including, without limitation, any gazebo, shack, greenhouse, outbuilding, detached garage, barn, shed, patio enclosure, animal shelter, playhouse or tent.

(k) The term "Approving Party" shall mean (i) prior to the recording of the Certificate of Substantial Completion, the Developer and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Homes Association.

2. Use of Land. (Applies to the construction phase)

3. Building Material Requirements. (Applies to the construction phase)

4. Minimum Floor Area. (Applies to the construction phase)

5. Approval of Plans and Post-Construction Changes.

(a) No residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof have been submitted to and approved in writing by the Approving Party. Nor shall any change or alterations in such building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof be made until such change or alteration has been submitted to and approved in writing by the Approving Party.

(b) Following the completion of construction of any residence building or Exterior Structure no exterior colors or landscaping thereof or with respect thereto shall be changed unless and until the changes have been submitted to and approved

in writing by the Approving Party.

(c) The Approving Party shall not be liable to any person for any discretionary approval, disapproval or failure to approve any matter submitted for its approval as required by the provisions of this Declaration.

#### 6. Commencement and Completion of Construction.

(Applies to the construction phase).

#### 7. Construction of Hedges Fences and Boundary Walls.

No metal, chain-link or similar fences shall be permitted and all fences shall be consistent with the fence design(s) and materials to be selected by the Developer. No fence or boundary wall shall be erected upon or moved onto any Lot unless and until the location, design, configuration and materials have been submitted to and approved in writing by the Approving Party. In addition, all Lots with rear or side property lines adjacent to R-1 zoned, single family property or the Private Park shall have a six (6) foot high, board on board, two (2) sided (alternating) fence erected on such rear or side property line. For purposes hereof, fences shall include, without limitation, all privacy screens and enclosures.

#### 8. Set-Back and Side Yard Requirements.

No residence or other structure shall be located closer than 30 feet to the curblines of any street or 6 feet to any side property line.

#### 9. Buildings or Uses Other Than for Residential Purposes: Noxious Activities: Miscellaneous.

(a) . . . no building or structure of any sort shall be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an owner from maintaining an office area in his residence.

(b) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each owner shall properly maintain his Duplex Unit and the improvements thereon in a neat, clean and orderly fashion.

(c) No vehicle, truck, trailer, bus, camper, boat, airplane or other apparatus shall be left, maintained, repaired, serviced or stored on any Lot, except in an

enclosed garage: provided, however that motor vehicles may be parked in driveways and on streets for not more than a 24-hour period. Motorized vehicles shall not be operated on any Lot, other than the street.

(d) This restriction was deleted in its entirety and replaced by a new Article 9(d) Amendment II below.

(e) All garage doors shall remain closed at all times except when necessary for entry or exit.

(f) No garage sales, sample sales or similar activities shall be held within the district without the written consent of the Approving Party.

(g) No mailbox or standard therefore shall be erected or installed without the prior approval of style, material, construction, and location being granted by the Developer.

(h) In the event of vandalism, fire, windstorm or other damage, no buildings shall be permitted to remain in damaged condition for longer than three months.

#### 10. Animals

No animals, livestock or poultry of any kind should be raised, bred or kept on any Lot; provided, however, that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. In no event, however, shall more than three dogs or cats, or combination thereof, be raised, bred or kept on any Duplex Unit.

#### 11. Landscaping and Lawns.

. . . The owner of each Duplex Unit at all times shall keep his lawn, including areas between his residence and any adjacent street, fully sodded or planted with zoysia strips or plugs, and keep such lawn uniformly mowed and clipped with a length of grass not to exceed four inches.

Amendment I

Exterior walls of all buildings, structures and all appurtenances thereto shall be of stucco, stucco board, brick, stone, wood shingles, wood siding, wood paneling, plate glass, masonite, glass blocks or any combination thereof. Windows shall be constructed of glass and wood: provided however, that storm windows may be constructed of colored metal. Exterior doors and louvers shall be constructed of wood, colored metal and glass. Roofs with a pitch of three inches or more per foot shall be covered with wood shingles, wood shakes, slate, tiles or materials specifically designed to simulate the color, texture and overall appearance of weathered wood shingles as may be approved by the Board of Directors of Nottingham Downs Homes Association. Flat roofs, or roofs with a pitch of less than three inches per foot, shall be covered with tin, built up asphalt, wood shingles, wood shakes, asbestos shingles, slate, tile or other materials as may be approved by the Board of Directors of the Nottingham Downs Homes Association. Any building products that may come into general use for dwelling construction of comparable quality and style in the area after the date hereof shall be acceptable if approved in writing by the Board of Directors of Nottingham Downs. All wood exteriors, except roofs and shake side walls, shall be covered with a workmanlike finish of two coats of high quality paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five months after commencement of construction. All exterior basement foundations and wall that are exposed in excess of 12 inches above final grade shall be painted the same color as the house or covered with siding compatible with the structure.

Amendment II

No television, radio, citizens' band, short wave or other antenna greater than one meter in diameter, and no clothes lines or clothes line poles, awnings, canopy, solar panels, or other unsightly projections shall be attached to any residence or constructed or erected upon any Lot. No lights or other illumination shall be higher than the residence. No above-ground swimming pool, hot tub, or tank for the storage of fuel shall be maintained above the surface of the ground; provided, however that above-ground hot tubs may be maintained if adequately screened and if approved in writing by the Board of Directors of Nottingham Downs.