

THE FARM AT GARNET HILL

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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION, made as of the 12<sup>th</sup> of November <sup>2014</sup> by J&A REAL ESTATE,  
L.L.C.

WITNESSETH;

WHEREAS, J&A REAL ESTATE, L.L.C. (hereinafter referred to as "Developer"), have acquired the property rights to an executed plat of the Lots inclusive of the third plat of THE FARM AT GARNET HILL, a subdivision in Overland Park, Johnson County, Kansas, including lots 17, 18, 23 – 46, which plat was recorded on the 20th day of October, 2014, in Book 201410 at Page 005626 in the office of the Register of Deeds for Johnson County, Kansas and;

WHEREAS, said plat dedicates to the public all of the Streets and roads shown on said plat for use by the public; and

WHEREAS, the Developer is the Owner of all the real estate shown on the aforesaid plat of THE FARM AT GARNET HILL and now desires to place certain restrictions on the numbered Lots, and supplements, adds and amends the first plat as well, so owned and shown on said plat to preserve and enhance the values, desirability and attractiveness of the development and improvements constructed thereon and to keep the use consistent with the intent of the Developer, all of which restrictions shall be for the use and benefit of the present Owner thereof and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises, the Developer for itself and for its successors and assigns, and for its and their future grantees, hereby agrees and declares that all of the Lots, tracts and land of THE FARM AT GARNET HILL, as shown on the aforesaid plat, shall be and the same are hereby restricted as to their use and otherwise in the manner hereinafter set forth.

SECTION I

DEFINITION OF TERMS USED,

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

- (a) The term "Street" shall mean any street, road, circle, boulevard, drive, avenue or terrace of whatever name which is shown on said plat of THE FARM AT GARNET HILL.
- (b) The term "Developer" shall mean J&A REAL ESTATE, L.L.C., its successors and assigns.

- (c) The term "Lot" shall mean either any numbered lot as platted, and upon which a Residence is being, or will be erected, in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Developer or from its successors and assigns.
- (d) The term "Owner" shall mean the record owner in fee simple of any Lot, including the Developer, and for purposes of all obligations of the Owner hereunder, shall include all family members and tenants of such Owner and all of their guests and invitees.
- (e) The term "District" shall mean all of the above-described Lots in THE FARM AT GARNET HILL, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.
- (f) The term "Common Areas" shall mean (i) Street right-of-ways, (ii) Streets and Street islands, (iii) gateways, entrances, monuments, lighting and other similar ornamental areas and related utilities, 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, including, but not limited to, those areas identified on the recorded plat of the District as "Landscape Easements (L/E)" and "Ingress-Egress Easements" (iv) all other similar areas and places including lakes, stream ways, green buffers, soccer fields, walking areas and paths, together with all improvements thereon and thereto, the use, benefit or enjoyment thereof is intended for all of the Developer, DR, Owners within the District, whether or not any "Common Area" is located on any Lot.
- (g) The word "Residence" shall mean a single-family dwelling occupied by an Owner.
- (h) The word "Footprint" shall mean all that area within the perimeter measurement of a structure at ground level only.
- (i) The word "Screen" or "Screened" shall mean to partition in a manner such that one cannot see through the partition.
- (j) The term "Exterior Structure" shall mean any structure erected or maintained on a Lot other than the Residence, or any Carriage House, as such is defined in Section 9 hereof, associated therewith, and shall include, without limitation, any

deck, gazebo, greenhouse, barn, doghouse or other animal shelter, outbuilding, fence, privacy Screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, pool equipment shed, hot tub, basketball goal, basketball court, swing set, trampoline, sand box, playhouse, tree house or other recreational or play structure.

- (k) The term "Homes Association" shall mean the Kansas corporation if formed by the Developer for the purpose of serving as the homes association for the District.

## SECTION 2

### USE OF LAND, SUBDIVIDING,

(a) None of the Lots hereby restricted may be improved, used or occupied for other than single-family, private residential purposes, and no duplex, flat or apartment house, although intended for Residential purposes, may be erected thereon. No residential building which has previously been at another location shall be moved onto any Lot. No "earth" homes shall be permitted. No trailer or outbuilding erected on any Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any Residence of a temporary character be erected on any of such Lots or used for human habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from erecting temporary buildings and using such temporary buildings or any Residence for model, office, sales or storage purposes during the development of the District.

(b) No Lot shall be divided or subdivided except by the Developer. If an Owner owns contiguous Lots, they may be combined into a single homesite but only upon obtaining the prior written approval of the Architectural Committee (each such approved combination of Lots being called a "Combined Lot"); provided, however, (i) a Combined Lot shall be deemed only one Lot; (ii) the Owner of each Combined Lot shall be entitled to the rights of only one Community Association Membership in respect of all such Lots so combined. In addition, once two or more Lots have been so combined to form a Combined Lot they shall remain as such, and the Owner thereof shall not be permitted at any time to rent, sell or otherwise transfer or convey less than all of such Combined Lot.



### SECTION 3

#### SIZE OF RESIDENCES,

Minimum square footage requirements for Residences, not including any garage or basement area, to be built on a Lot shall be:

- A. 2 story Residence – 3,700 square feet with at least 2,200 square feet of living area on the first floor with the master bedroom on the second floor.
- B. 1 ½ story Residence– 3,600 square feet with at least 2,600 square feet of living area on the first floor with the master bedroom on the first floor.
- C. 1 story Residence (Ranch type home) at least 3,000 square feet on the main level regardless of finished area in the basement.
- D. Reverse 1 ½ story residence -- 3,600 square feet with at least 2,800 square feet of living area on the first floor.

Measurement of the living area shall be calculated exclusive of any porches, garages, attics and basement area. Each Residence must have a private, attached, fully enclosed, side-entry garage for not less than three vehicles. The interior walls of all garages must be finished with quality materials. Garages shall have the same architectural treatment and be constructed of the same materials as the house proper. Basement garages are prohibited as the sole automobile garage. If basement garages are constructed, there shall be no hard surface, only grass turf or landscaping adjoining the basement garage.

### SECTION 4

#### SETBACK OF RESIDENCES

No part of any Residence, except as hereinafter provided, may be erected or maintained on any of the Lots nearer to the Street than is the building line on said plat of THE FARM AT GARNET HILL on the Lot or Lots on which such Residence is erected. Reference is made herein to the building line for the purpose of determining the locations of any Residence with reference to the adjoining Street or Streets and in case of relocation of any of said Streets, changes may be made by the Developer in any of said building lines; provided, that such building lines shall in no case be established nearer to the new location of any of said Streets than are the building lines shown on said plat with reference to the present location of said Streets; and provided further, that the Developer shall have and does hereby reserve the same privilege of changing the location

of any such new building lines so established as it has in the case of those shown on said plat; and provided further, that the widening of any of said Streets shall not, for the purpose of these restrictions, be deemed to be a relocation of such Street. The side and rear building setback lines of every Lot is a minimum of twenty (20) feet.

## SECTION 5

### BUILDING MATERIAL REQUIREMENTS.

No Residence may be of a prefabricated, modular construction - commonly known as a modular home. Exterior walls of all Residences and all appurtenances thereto, and all greenhouses, carriage houses and outbuildings, shall be solid siding of the following material: stucco, brick, stone, natural wood shingles or lap siding (NOT any 4x8 sheet siding of wood or composition/manufactured material), or any combination thereof, or such other natural materials as may be deemed by the Architectural Committee, Developer and DR in writing to be compatible therewith. NO Vinyl exterior lap siding and no decorative landscape stacking split concrete block may be permitted on the front or sides of the Residence. The split block can be used in the back yard out of view of the neighbors. Any other materials must be submitted for written approval by the Architectural Committee of the actual product requested. All windows shall be constructed of insulated glass, wood, metal or aluminum clad or any combination thereof. All exterior doors shall be functional. All roofs shall be covered with slate or concrete tile shingles except as otherwise expressly permitted by the Architectural Committee in writing. The Residence on lot 23 can use a heavy dimensional, lifetime warranty composition roof. Any building products that may come into general usage for dwelling construction, of comparable quality and style in the area after the date hereof may be acceptable, if approved in writing by the Architectural Committee. All wood exteriors, except roofs, shall be covered with a workmanlike finish of two coats of high quality primer and paint, stain or natural wood treatment. 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 walls which are exposed above final grade shall be covered with siding compatible with the structure or, at the Architectural Committee's discretion, painted the same color as the Residence.

## SECTION 6

### FREE SPACE REQUIRED

The main body of any Residence, including attached garage, attached greenhouses, ells and porches, enclosed or unenclosed, covered or uncovered, on any of the Lots, hereby restricted, shall, (a) measured in each case from the further from the street of (i) the building line as shown on the aforesaid plat or as established by the Developer in the conveyance of such Lot, or (ii) the front building line of the Residence, and (b) any such Residence, shall be set back a distance not less than Twenty (20) feet from each of the side and/or rear Lot lines of the Lot on which such Residence is erected. All enclosed buildings, garages, out-buildings and improvements, but not including fences, shall be not less than Twenty (20) feet from the Lot line. No enclosed buildings, garages, out-buildings, fences or improvements are allowed within the boundaries of any landscape easements as such are shown on the plat of the District. All Exterior Structures, including fences, shall be located behind the front building line of the Residence. No Exterior Structures, except fences, shall be located within any building line setback, drainage area or drainage easements, as such are shown on the Plat of the District.

#### SECTION 7 PRIOR APPROVAL OF PLOT AND BUILDING PLAN

(a) Notwithstanding compliance with the provisions of Section 3, Section 4 and Section 5 above, no Residence or Exterior Structure may be erected upon or moved onto any Lot unless and until 2 sets of building plans, materials & specifications, site plans, landscape plans, front and rear elevations, Lot grading plans, and exterior color scheme have been submitted to and approved in writing by the Architectural Committee and Daniel Quinn, Developer Representative and or their associates, hereinafter referred to as "DR". No change or alteration to the above plans shall be made until such change or alteration has been submitted to and approved in writing by the Architectural Committee. One set of plans shall be returned to Owner signed and dated. All building plans and plot plans shall be designed to minimize the removal of existing trees, shall designate those trees to be removed and shall protect those trees that are to remain.

(b) Following the completion of construction of any Residence or Exterior Structure, no exterior colors or general landscaping thereof shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portions of a structure; because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be the same material as the original structure unless the changes have been submitted to and approved in writing by the Architectural Committee.

(c) No changes in the final grading of any Lot shall be made without the written approval of the Architectural Committee. No additional ponds or lakes can be constructed within the District by an Owner without express written consent of the Developer.

#### SECTION 8 CONSTRUCTION PERIOD REQUIREMENTS

Unless the following time periods are expressly changed by the Developer in writing, construction of the Residence on a Lot shall be commenced within (1) years following the date of delivery of a deed from the Developer to the Owner of such Lot. In the event such construction is not commenced within such period (or extension thereof), the Developer shall have, at the Developer's sole discretion, prior to commencement of construction, the right, but not the obligation, to repurchase such Lot from Owner at the original sale price. No Owner of a Lot in violation of this construction commencement provision shall be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

During the period that construction is being undertaken on a Lot, the following minimum measures will be required to minimize disturbance to adjacent sites and/or the District:

(a) Temporary lighting shall follow standards for permanent lighting as described in this Declaration.

(b) No dumping of construction materials, waste or trash shall occur in the District.

(c) left blank.

(d) Each Lot shall be maintained in a clean and orderly manner during Construction with trash removed daily. Owner, for itself and its general contractors and subcontractors, agrees not to store, dump or place, temporarily or otherwise, on any part of the



District or adjacent areas (other than the Lot), any soil, rock, material or other debris resulting from or used in connection with the construction of the Residence or other improvements on the Lot.

(e) Owner, for itself and its general contractors and subcontractors, agrees to abide by all provisions and requirements of *Kansas Water Pollution Control General Permit for Stormwater Runoff from Construction Activities*.

(f) Owner shall properly maintain the appearance of the Lot, including mowing, seeding and spraying all grass and weeds at the same intervals and in the same manner as an occupant of a Residence on a Lot would. The ongoing condition of the Lot should maintain or enhance its natural beauty and be as attractive as possible. In addition, Owner must remove any mud or debris that appear on the adjacent street(s) as a result (partially or otherwise) of Owner's activities.

(g) At the time of construction of the Residence, Owner shall grade the Lot in accordance with the master grading plan approved by the County, any related grading plan furnished by Developer for the District and any specific site grading plan for the Lot approved by Developer. Owner shall be responsible for establishing a specific site grading plan for the Lot (and its relationship to nearby lots) in accordance with such master and district grading plans and coordinating with the other nearby lots (including, without limitation, the matching of all proper grades at lot lines), regardless of when houses are, were or will be constructed on those lots.

#### SECTION 9 CARRIAGE HOUSE

"Carriage House" shall mean a structure (i) not more than fifty (50) feet distance from the Residence, (ii) constructed in a similar quality and appearance to the Residence, (iii) having a minimum of a two car garage, (iv) having a maximum Footprint of not more than 50% of the Residence footprint and (v) being no taller than the Residence.

#### SECTION 10 EXTERIOR STRUCTURE

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Architectural Committee, and (ii) in compliance with the additional specific restrictions set forth in subsection (b) below;



provided, however, that any further approval by the Architectural Committee shall not be required for any Exterior Structure erected by or at the request of the Developer or any Exterior Structure that has been specifically approved by the Developer prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Developer and has been built in accordance with such approved plans. The total footprint of all Exterior Structures, combined, shall not exceed the footprint of the Residence.

(b)

(i) All residential fences and privacy Screens (other than any installed by the Developer) shall be consistent with the standard designs, heights and materials to be selected by the Developer or the Architectural Committee. No fence on any Lot shall exceed six (6) feet in height. All fences and privacy Screens shall be constructed with the finished side out. Privacy style fencing and privacy Screens shall be limited to an area behind the rear building line of and directly attached and adjacent to the Residence. Privacy style fencing shall not be permitted as perimeter fencing. Only five (5) foot tall, black wrought iron, aluminum or steel fence with double channel, shall be allowed (except as specifically allowed for below). The use of black rubber coated chain link fencing is only allowed for tennis courts or sport courts. No lighting is permitted with these outdoor courts. Any new fence to be constructed must (i) attach to, and match the characteristics of, any previously existing fence, or (ii) be not less than six (6) feet from a previously existing fence.

(ii) All basketball goals shall be consistent with the standard designs and materials to be selected by the Architectural Committee. No more than two (2) basketball goals shall be permitted on any Lot. All basketball goals shall be located behind the front building line of the Residence.

(iii) All recreational or play structures (other than basketball goals) shall be located behind the back building line of the Residence.

(iv) No above-ground swimming pools shall be permitted. All pools and hot tubs shall be fenced and adequately screened. All pools and hot tubs shall be kept clean and maintained in operable condition. Any pool or spa equipment shall be screened or covered from any neighbors view.

(v) All outside doghouses and other animal shelters shall be located behind the back building line of the Residence and completely screened from all neighbors view.

(vi) The total footprint of all doghouses and shall not exceed sixteen (16) square feet per Lot.

(vii) No Exterior Structure that is prohibited under **Section 11** below shall be permitted under this **Section 10**.

#### SECTION 11

#### BUILDING OR USES OTHER THAN FOR RESIDENTIAL PURPOSES:

##### NOXIOUS ACTIVITIES, MISCELLANEOUS.

(a) Except as otherwise provided in Section 2 above, no Residence or Exterior Structure shall ever be placed, erected or used for retail 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 the Residence in accordance with the applicable ordinances of Johnson County, Kansas.

(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 or Common Area, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain their Lot in a neat, clean and orderly fashion. No flagpoles are permitted except the temporary holiday type directly attached to the home no longer than 6 feet in pole length. All Residences and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) No vehicle, trailer, bus, van, camper, boat or similar apparatus shall be parked, left or stored in any yard. No vehicle shall be parked, left or stored in any driveway or Street for more than a twenty-four hour period. No trailer, bus, van, camper, boat or similar apparatus shall be parked, left or stored in any driveway or Street for more than a seventy-two-hour period. Motorized vehicles shall not be operated on any Common Area, other than in the Street. Motorized vehicles shall not be operated on any landscape easement or common area as such is shown on the Plat of the District, other than for the purpose of maintaining such landscape easement. The above restrictions do not apply to the Developer or DR as it relates to use, maintenance, access & enjoyment. It is the intent of the parties hereto that all automobiles shall be kept in an enclosed garage, with garage doors closed, whenever possible.

(d) No television, radio, citizens' band, short wave or other antenna, clothes line or pole, or other unsightly projection, with the exception of satellite dishes as allowed for below, shall be attached to the exterior of any Residence or erected in any yard. No satellite dish with a diameter greater than Twenty Four Inches (24") will be installed or maintained upon any Lot, and must be screened from view from all streets. 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 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 District and any such regulations shall be binding upon all of the Lots.

(e) No spotlights, floodlights, or other lighting shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the enjoyment of adjoining Lots. Tennis court flood lights are prohibited. Exterior lighting must have approval by the Architectural Committee prior to installation.

(f) Prior written approval of the design of the mailbox, the Developer shall provide each owner use of a Community gang box by the Architectural Committee and built by the Developer.

(g) No horn, whistle, siren or bell, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Residence or in any yard.

(h) All residential service utilities shall be underground.

(i) 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.

(j) No fuel storage tank may be maintained on any of the Lots hereby restricted.

(k) No driveway shall be constructed in a manner as to permit access to a Street across a rear Lot line. Driveways must be constructed of concrete, asphalt, brick or pavers. No Lot will be permitted to have more than two (2) driveway access points to Streets. No driveway access point to the Street shall be permitted within 150 feet of any Street intersection. Culverts underneath driveways must, (i) use reinforced concrete pipe end sections, or (ii) must be faced, on both the inlet and outlet, with headwalls, built of substantial materials such as stone, stucco or brick, which match the characteristics, materials and style of the Residence.

(l) No permanent or temporary sign of any kind shall be displayed to the public view, or from any Lot, except for the following temporary signs ("Permitted Signs": (i) such signs as may be used by Developer in connection with the development and sale of Lots in the District; (ii) such signs as may be required by legal proceedings, or the prohibition of which is precluded by law; (iii) such signs advertising the Residence as being for sale. In the event of a resale of a vacant lot by an Owner, the offering real estate sign must only display the information of the Developer's brokerage company; or (iv) signs promoting political candidates but only 30 days before and five days after the day of election. Permitted Signs shall not exceed five square feet in total area or be more than three feet in height.



(m) No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a Residence, either temporarily or permanently.

(n) No garage will be permitted to be enclosed for living or used for purposes other than storage of automobiles and related customary uses.

(o) The Owner of each Lot upon which landscape easements exist, as such appear and are identified on the Plat of the District, at all times and at the Owner's expense, shall (i) provide adequate erosion control, (ii) properly maintain, repair and replace any fence erected by or for the Developer, (iii) properly maintain all vegetation, including grass, trees, shrubs and ground cover. No fencing or other obstruction may be placed on or over any such landscape easement by the Owner of any Lot on which such easement exists, and no Owner may remove any fencing erected by or for the Developer from such easements.

(p) No hunting or discharge of firearms shall be permitted in the District.

(q) All Lots shall be included in the Johnson County Wastewater district. Owners shall connect to it and use its services. Owners shall pay the necessary connection fees, assessments and charges associated with using the waste treatment services.

(r) No mineral exploration for natural gas, oil or any other kind shall be permitted within the District.

## SECTION 12

### ANIMALS.

No more than two outside (2) dogs, two inside (2) dogs and four (4) cats per Lot are permitted. Dogs are not permitted to leave the Owner's Lot to roam the District without its Owner. The Owner of any animal is responsible for keeping full control of its animals within the District at all times. Developer (and after all Lots in the District have been sold, then the Homes Association) may approve the keeping of other appropriate animals, and their amount, upon written request by Owner but all rules subject to the city's restrictions.

## SECTION 13

### BURNING OF TRASH AND OTHER WASTE PROHIBITED. CARE OF STREET OBSTRUCTIONS.

No trash or other waste may be burned on any of the Lots hereby restricted. No fence, wall, hedge, shrub or tree planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways will be placed or permitted to remain around any intersection of Street and driveway by the Street property line connecting by way of the line of sight points at twenty five (25) feet from the Street to driveway.

#### SECTION 14

##### COMMON AREAS & LANDSCAPE EASEMENTS

(a) The Developer, DR and its successors, assigns, and grantees, as Owners of Lots in the District, shall have the right of enjoyment in and to all of the Common Areas, but only for the intended use. Such rights shall be subject to the rights of any Owners, or governmental authority or any utility therein or thereto. Common Areas shall include a small portion of bermed, landscaped areas on each corner at the entryway and street islands.

(b) The Developer covenants and agrees to convey all of its easement, rights, title and interest in the Common Areas (other than any recreational facilities, the conveyance of which is addressed in the THE FARM AT GARNET HILL Homes Association Declaration) to the Homes Association, without any cost to the Homes Association, not later than one month after the Developer has sold all, or at the Developer's discretion, substantially all, of the Lots in the District.

(c) Any ownership rights or easements of the Homes Association in any Common Area and the right of enjoyment of the Owners in the District as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, maintenance and utility easements over, under, upon and through such Common Area, as provided in **Section 15** Below.

(d) No Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Association.

(e) Any gates or similar security facilities that may be installed as or in a Common Area shall be constructed and operated in a manner so as to permit access at all times by emergency vehicles and be subject to approval by Johnson County.

(f) No motorized or terrain vehicle may be operated at any time on any Common Area covered by these restrictions except by Developer, DR and the Architectural Committee.

(g) No pollution or swimming in any lake or waterway shall be allowed. No boats, floats or personal watercraft of any kind shall be allowed on any pond, lake or waterway. The water features in the District are for walking around and fishing from the shoreline only.

(h) The Developer and the Homes Association shall have the right to make additional rules, regulations and restrictions pertaining to the use of any Common Area.

#### SECTION 15 EASEMENTS FOR PUBLIC UTILITIES, DRAINAGE: LOT MAINTENANCE

(a) The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements and rights-of-way shown on the recorded plat of the District or any Common Area. All utility easements and right-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 the Developer, all Owners in the District and the Homes Association as a cross easement for utility line or service maintenance. The Developer shall have and does hereby reserve for itself, its successors and assigns and the Homes Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the District 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 directed on to another Lot.

(b) Each Owner shall be required to maintain their Lot both prior to home construction and during occupancy of their Residence. The Lot Owners must maintain and finish mow, on a regular, seasonal basis (a minimum of one mowing per week during growing season), all manicured areas. The manicured area shall always include a minimum of fifty (50') feet of

Lot frontage from the edge of road but may include the entire Lot. All Lots, including adjacent areas within road right-of-ways, shall be kept mowed by the Owner so as to present a neat appearance at all times. Lot Owners shall finish mow and manicure their lawn and maintain strict weed control. No burning of grass, fields or any part of the district is allowed.

#### SECTION 16 LANDSCAPE & TREES

Owner shall invest at least 4% of the cost of the Residence on exterior landscaping around the Residence and install grass sod and a lawn irrigation system at least 50 feet all around the Residence and 20 feet on either side of the driveway prior to Owner's occupancy. The lawn irrigation system is installed for the intent and purpose of watering the lawn in growing season to keep it healthy and green. Written permission is required from the Architectural Committee before removing any trees two inches (2") in caliper or greater. Owners cannot alter, cut, disturb any trees or shrubs in the common areas or perimeter hedge rows without prior written approval. Appropriate construction procedures shall be followed to protect and preserve trees, shrubs and other native landscaping which may exist on the construction site or on adjacent or nearby sites. Owner shall promptly replace any tree, with a similar or larger, on the Lot that is damaged or destroyed during the construction process.

#### SECTION 17 ARCHITECTURAL COMMITTEE.

(a) Membership: The Developer shall select, as its sole discretion, the members of the Architectural Committee. The Developer may elect or call on the advice of such professionals as an architect, landscape architect, home builder or engineer. Said Architectural Committee's mailing address shall be: 15111 Metcalf Ave, Overland Park, KS 66223 or assigns. A majority of the Architectural Committee may designate a representative to act for them. The Developer shall not be entitled to any compensation for services performed pursuant to this Section. At such time as there shall have been built single family Residences on one-hundred percent (100%) of the lots hereby restricted, the Developer may resign and said Homes Association would appoint its successors.



(b) Procedure: The committee shall have thirty (30) days after receipt of the last to be received of the plans and specifications required to be approved by it, in accordance with **Section 7** above, to give its approval or disapproval. The committee's approval or disapproval as required in this section shall be in writing by the (i) Developer prior to its resignation from the Architectural Committee, or (ii) the designated representative of the Architectural Committee after the resignation of the Developer from the Architectural Committee. In the event that the Architectural Committee, or the designated representative of the Architectural Committee, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to them or him or, in any event, if no suit to enjoin the construction has been commenced prior to the completion hereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(c) Non-Liability of Committee: By its approval of plans and specifications, the Architectural Committee shall not be deemed to have approved the same for engineering design, or for compliance with zoning and building ordinances, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Homes Association, any of its members, its officers, its Board nor the Developer assumes any liability or responsibility therefor and shall be held harmless for any defect in any structure constructed from such plans and specifications. Neither the Architectural Committee, any members thereof, the Homes Association, its officers, its Board nor the Developer shall be liable and held harmless to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (iii) the development, or manner of development, of any property within the Community. Approval of plans and specifications by the Architectural Committee is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances and regulations including, but not limited to, zoning ordinances and building codes.

## SECTION 18

### COVENANTS RUNNING WITH LAND, ENFORCEMENT.

The agreements, restrictions and reservations herein set forth are and shall be, covenants running with the land into whomsoever hands any of the property in the District shall come. The Developer, its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions and reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during its or his seizing of title to such Lots; provided, however, that the immediate grantee from the builder of the Residence on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot. The Developer, its successors and assigns, and all other Owners of any of the Lots and the Homes Association, 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 and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations 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 thereafter.

## SECTION 19

### DURATION OF RESTRICTIONS, AMENDMENTS.

Each of the restrictions and covenants herein set forth shall continue and be binding upon the Developer and upon its successors, assigns and grantees, until January 1, 2090, and shall automatically be continued thereafter for successive periods of twenty (20) years each; provided, however, that the Owners of the fee simple title to more than Ninety percent (90%) of the Lots hereby specifically restricted and enumerated in this instrument may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth on January 1, 2090, or at the end of any successive twenty (20) year period thereafter, by executing and

acknowledging an appropriate agreement or agreements, in writing for such purpose, at least one year prior to the original expiration date or to a subsequent expiration date, whichever is applicable, and filing the same for record in the office of the Register of Deeds for Johnson County, Kansas.

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 Developer if it is the only Owner, or by the Developer and a majority of the Owners of the lots, including those owned by the Developer. For the purposed of this paragraph, the term Developer shall include the Developer and its successors in interest by merger, consolidation, reorganization.

#### SECTION 20 EXTENSION OF DISTRICT,

The Developer shall have, and expressly reserves the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof, provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

#### SECTION 21 ASSIGNMENT OF DEVELOPER'S RIGHTS

The Developer shall have the right and authority, at any time, by appropriate agreement made expressly for that purpose, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and

its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder. The terms of this document shall survive in perpetuity.

## SECTION 22

### CAPTIONS AND HEADINGS

Captions given to various Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

## SECTION 23

### 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 any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, J&A REAL ESTATE, L.L.C. has caused this Declaration of Restrictions to be executed this 12 day of November, 2014 .

(Continued on next page.)



J&A REAL ESTATE, L.L.C.

By: \_\_\_\_\_

Jeffrey S. Myers,

Managing Member

STATE OF KANSAS

Ss.

COUNTY OF JOHNSON

BE IT REMEMBERED, that on this 12 day of November, <sup>2014</sup>~~2012~~, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeffrey S Myers, Managing Member of J&A REAL ESTATE, L.L.C. is personally known to me to be the same person who executed the foregoing instrument on behalf of such company, and such person duly acknowledged the execution of the same to be the act and deed of such company.

WHEREOF, I have set my hand and affixed my official seal the day of written.

Kari Peteanu  
Notary Public

Kari Peteanu  
Print or Type Name:



My appointment expires:

1-13-2018

**A SUBDIVISION OF LAND IN THE SOUTHEAST QUARTER SECTION 14, TOWNSHIP 14 SOUTH, RANGE 24 EAST, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 24 EAST, IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS**

Commencing at the Northeast corner of the Northeast Quarter of said Section 23; thence S 88°00'12" W, along the South line of the Southeast Quarter of said Section 14 and the North line of the Northeast Quarter of said Section 23 and the North plat line of COFFEE CREEK CROSSING, FIFTH PLAT and COFFEE CREEK CROSSING, THIRD PLAT, both platted subdivisions of land in the City of Overland Park, Kansas, containing 0.2976 acres, to the East plat line of said COFFEE CREEK CROSSING, THIRD PLAT, a distance of 339.69 feet; thence S 88°00'12" W, along the South line of the Southeast Quarter of said Section 14, said point also being the point of beginning; thence continuing S 88°00'12" W, along the South line of the Southeast Quarter of said Section 14, and the North line of the Northeast Quarter of said Section 23 and the North plat line of said COFFEE CREEK CROSSING, THIRD PLAT, a distance of 239.69 feet to an angle point on the North plat line of said COFFEE CREEK CROSSING, THIRD PLAT, bearing S 52°26'54" E, a distance of 10.46 feet; thence S 83°20'00" W, along the West line of the Southeast Quarter of said Section 23, a distance of 3,440.00 feet, thence Westerly on a curve to the left, said curve having an initial tangent bearing of S 83°20'00" W and a radius of 3,440.00 feet, an arc distance of 1,126.69 feet to a point on the West line of the Northeast Quarter of said Section 23; thence N 02°26'54" W, along the West line of the Northeast Quarter of said Section 23, a distance of 343.79 feet to the Southwest corner of the Southeast Quarter of said Section 14, said point also being the point of beginning; thence continuing N 01°54'06" W, along the West line of the Southeast Quarter of said Section 14 and along the East plat line of said MILLS FARM, THIRTEENTH PLAT, and also along the East plat line of MILLS FARM, EIGHTH PLAT, a platted subdivision of land in the City of Overland Park, Johnson County, Kansas, a distance of 1,163.51 feet to the Southwest plat corner of said MILLS FARM, EIGHTH PLAT, and the Southwest plat corner of said MILLS FARM, THIRTEENTH PLAT, and in the City of Overland Park, Johnson County, Kansas, a distance of 88'01" E, along the South plat line of said GARNET HILL, FIRST PLAT, and the South plat line of said GARNET HILL, SECOND PLAT, both platted subdivisions of land in the City of Overland Park, Johnson County, Kansas, a distance of 703.28 feet to the Southeast plat corner of said GARNET HILL, SECOND PLAT and a point on the West plat line of GARNET HILL, FIFTH PLAT, a platted subdivision of land in the City of Overland Park, Johnson County, Kansas, a distance of 624.66 feet along the West plat line of said GARNET HILL, FIFTH PLAT, a distance of 58.29 feet to the Southwest plat corner of said GARNET HILL, FIFTH PLAT; thence N 88°00'00" E, along the South plat line of said GARNET HILL, FIFTH PLAT, a distance of 624.66 feet to the Southeast plat corner of said GARNET HILL, FIFTH PLAT, said point also being on the West plat line of the FARM AT GARNET HILL, FIRST PLAT, a platted subdivision of land in the City of Overland Park, Johnson County, Kansas; thence S 54°52" E, along the West plat line of said FARM AT GARNET HILL, FIRST PLAT and its Southerly extension, a distance of 1,104.97 feet to the point of beginning, containing 39.0363 acres, more or less, of unplanted land.

**DEDICATION**

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on this plat as streets, terraces, places, roads, drives, lanes, parkways, and avenues and hereof dedicated. Where prior easement rights have been granted to any person, utility or corporation in said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietors hereby absolves and agree to indemnify the City of Overland Park, Johnson County, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easements.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts, cables, and similar facilities, upon, over, under and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Overland Park, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, under and through these areas outlined and designated on this plot as "Drainage Easement" or "D/E" is hereby granted to the City of Overland Park, Kansas. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress or egress, over and through those areas designated as "Sanitary Sewer Easement" or "S/E" on this plat is hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns.

Notice: This subdivision's home owners association is responsible for perpetual maintenance of a protected Stream Corridor, as defined and regulated in Chapter 18.365 of the Overland Park Municipal Code. This property is also subject to the obligations and requirements of a Stream Corridor Maintenance Agreement approved by the City of Overland Park and recorded with the Johnson County Office of Register of Deeds. Restrictions on the use or alteration of the Stream Corridor apply.

Tracts "H", "I", "K", "L", "M", and "N" are to be used and dedicated as private open space, common areas and may include landscaping, fencing, subdivision monuments, and amenities and to be owned and maintained by the Homes Association.

Tract "J" is to be used and dedicated as private open space, and may include landscaping, fencing, storm water detention and to be owned and maintained by owner of Lot 38.

**CONSENT TO LEVY**

The undersigned proprietors of the above described land hereby agree and consent that the Board of County Commissioners of Johnson County, Kansas, and the City of Overland Park, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

## EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this 8<sup>th</sup> day of September, 2014.

J&A REAL ESTATE, LLC

By: Jeffrey S. Myers, Member

STATE OF KANSAS                    )  
                                      ) ss

RE IT REMEMBERED that on this 8<sup>th</sup> day of September, 1941, before me, the undersigned, a Notary Public in and for the State of Missouri, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

in and for said County and State, came Jeffrey S. Myers, Member of J&A Real Estate, LLC, a Kansas Limited Liability Company, who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of the same.

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

Notary Public: Mae McEill My Appointment Expires: 8-15-17

Print Name: Marc McGill

**APPROVALS**

Approved by the Planning Commission of the City of Overland Park, Johnson County, Kansas, this 10th day of May, 2014.

Michael Flanagan

Chairman: Michael Flanagan

Approved by the Governing Body of the City of Overland Park, Kansas, this 2nd day of June, 2014.

Mayor: Carl R. Gerlach  
Attest: Marian Cook  
City Clerk: Marian Cook

SE

I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN APRIL 2014, I OR

THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY  
ARE CORRECTLY REPRESENTED ON THIS PLAT.



 PHELPS ENGINEERING, INC.

BY: **THOMAS D. PHELPS, K.S. LS-1075**


 CERTIFICATE OF AUTHORIZATION  
 MISSOURI  
 LAND SURVEYOR NO. 0000001100
 
 Fax (913) 393-1166

ENGINEERING-2007/006058

FLOOD NOTE:

THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF OVERLAND PARK, COMMUNITY NO. 200174, JOHNSON COUNTY, KANSAS, PANEL NO. 20091C0112 G, AND DATED AUGUST 3, 2009.

REVIEWED


*[Signature]* 10/16/11

COUNTY CLERK DATE

Reviewed in accordance with  
KSA 59-2001 to 2005

*[Signature]* 10-14-

DEPUTY COUNTY SHERIFF DATE

BY:  THOMAS D. PHELPS, K.S. LS-10

CERTIFICATE OF AUTHORIZATION  
KANSAS  
LAND SURVEYING - LS-82  
ENGINEERING - E-391

CERTIFICATE OF AUTHORIZATION  
MISSOURI  
LAND SURVEYING-2007001128  
ENGINEERING-2007005058

**PFI** PLANNING  
ENGINEERING  
IMPLEMENTATION

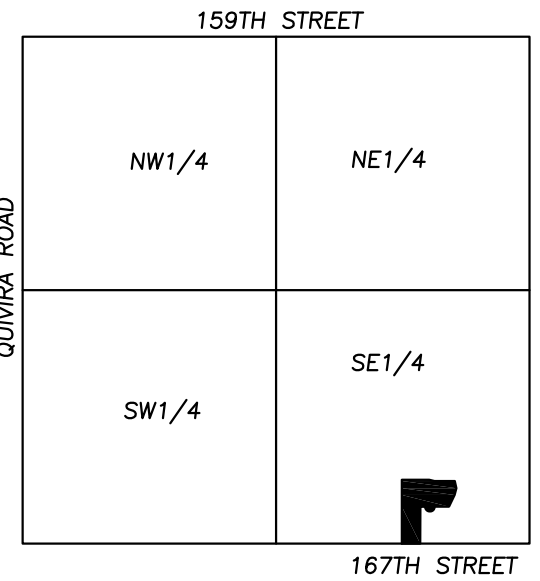
**PHELPS ENGINEERING, INC**  
1270 N. Winchester  
Olathe, Kansas 66061  
(913) 393-1155  
Fax (913) 393-1166

**PEI #140080 - 9-8-14** Error Closure: 0.007720' North: 0.0036924' East: 0.0067801' Perimeter: 5434.30' Precision 1:703275

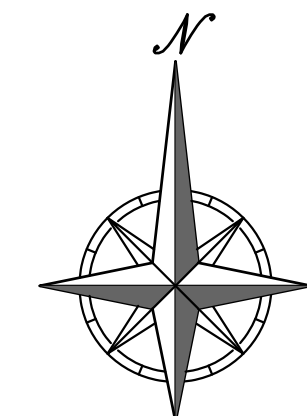
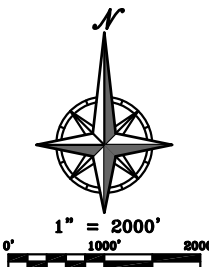


FINAL PLAT OF  
**THE FARM AT GARNET HILL, FIFTH PLAT**

A SUBDIVISION OF LAND IN THE SOUTHEAST QUARTER SECTION 14, TOWNSHIP 14 SOUTH,  
RANGE 24 EAST, IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS



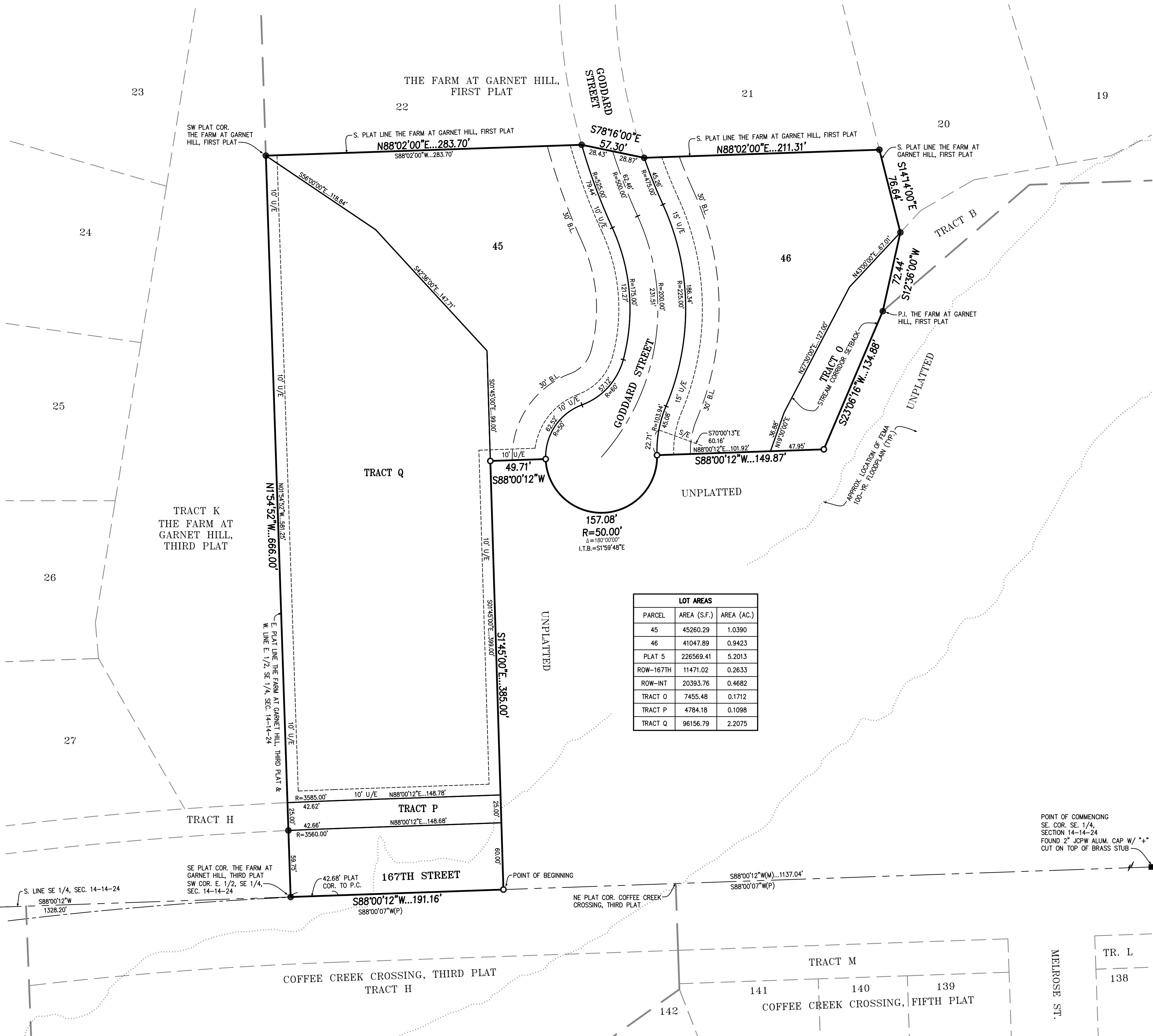
VICINITY MAP  
SEC. 14-14-24



SCALE: 1"=50'  
0' 50' 100'  
BEARING BASIS = "GRID NORTH"

**LEGEND**

- DENOTES SET 1/2"x24" REBAR W/PHELPS CORP. CLS-82 PLASTIC CAP IN CONCRETE
- DENOTES FOUND 1/2" REBAR W/PHELPS CORP. CLS-82 PLASTIC CAP IN CONCRETE, UNLESS OTHERWISE NOTED
- DENOTES FOUND MONUMENT AS DESCRIBED
- U/E DENOTES UTILITY EASEMENT
- B.L. DENOTES BUILDING LINE
- S/E DENOTES SANITARY SEWER EASEMENT



LOT AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
45	45260.29	1.0390
46	41047.89	0.9423
PLAT 5	226569.41	5.2013
ROW-167TH	11471.02	0.2633
ROW-INT	20393.76	0.4682
TRACT O	7455.48	0.1712
TRACT P	4784.18	0.1098
TRACT Q	96156.79	2.2075

**LEGAL DESCRIPTION**

All that part of the Southeast Quarter of Section 14, Township 14 South, Range 24 East, in the City of Overland Park, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 14; thence S 88°00'12" W, along the South line of the Southeast Quarter of said Section 14 and the North plat line of COFFEE CREEK CROSSING, FIFTH PLAT and COFFEE CREEK CROSSING, THIRD PLAT, both platted subdivisions of land in the City of Overland Park, Johnson County, Kansas, a distance of 1137.04 feet to the point of beginning; thence continuing S 88°00'12" W, along the South line of the Southeast Quarter of said Section 14 and the North plat line of said COFFEE CREEK CROSSING, THIRD PLAT, a distance of 191.16 feet to the Southwest corner of the East One-half of the Southeast Quarter of said Section 14, said point also being the Southeast plat corner of THE FARM AT GARNET HILL, THIRD PLAT, a platted subdivision of land in the City of Overland Park, Johnson County, Kansas; thence N 1°54'52" W, along the East plat line of said THE FARM AT GARNET HILL, THIRD PLAT, a distance of 666.00 feet to the Southwest plat corner of THE FARM AT GARNET HILL, FIRST PLAT, a platted subdivision of land in the City of Overland Park, Johnson County, Kansas; thence along the Southerly plat line of said THE FARM AT GARNET HILL, FIRST PLAT, for the following five (5) courses; thence N 88°02'00" E, a distance of 283.70 feet; thence S 78°16'00" E, a distance of 57.30 feet; thence N 88°02'00" E, a distance of 211.31 feet; thence S 14°14'00" E, a distance of 76.64 feet; thence S 12°36'00" W, a distance of 72.43 feet; thence S 23°06'16" W, a distance of 134.88 feet; thence S 88°00'12" W, a distance of 149.87 feet; thence Southerly, Southwesterly, Westerly, Northwesterly and Northerly on a curve to the right, said curve having an initial tangent bearing of S 1°59'48" E and a radius of 50.00 feet, an arc distance of 157.08 feet; thence S 88°00'12" W, a distance of 49.71 feet; thence S 1°45'00" E, a distance of 385.00 feet to the point of beginning, containing 5.2013 acres, more or less, of unplatted land.

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "THE FARM AT GARNET HILL, FIFTH PLAT".

**DEDICATION**

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on this plat as streets, terraces, places, roads, drives, lanes, parkways, and avenues not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietors hereby absolve and agree to indemnify the City of Overland Park, Johnson County, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easements.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over, and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Overland Park, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, under and through these areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Overland Park, Kansas. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress or egress, over and through those areas designated as "Sanitary Sewer Easement" or "S/E" on this plat is hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns.

Notice: This subdivision's home owners association is responsible for perpetual maintenance of a protected Stream Corridor, as defined and regulated in Chapter 18.365 of the Overland Park Municipal Code. This property is also subject to the obligations and requirements of a Stream Corridor Maintenance Agreement approved by the City of Overland Park and recorded with the Johnson County Office of Register of Deeds. Restrictions on the use or alteration of the Stream Corridor apply.

Tracts "O", "P" and "Q" are to be used and dedicated as private open space, common areas and may include landscaping, fencing, subdivision monuments, and amenities and to be owned and maintained by the Homes Association.

**CONSENT TO LEVY**

The undersigned proprietors of the above described land hereby agree and consent that the Board of County Commissioners of Johnson County, Kansas, and the City of Overland Park, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

**EXECUTION**

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

J&A REAL ESTATE, LLC

By: \_\_\_\_\_  
Jeffrey S. Myers, Member

**APPROVALS**

STATE OF KANSAS }  
COUNTY OF JOHNSON } SS

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, came Jeffrey S. Myers, Member of J&A Real Estate, LLC, a Kansas Limited Liability Company, who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of the same.

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

Notary Public: \_\_\_\_\_ My Appointment Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

Approved by the Planning Commission of the City of Overland Park, Johnson County, Kansas, this 12th day of May, 2014.

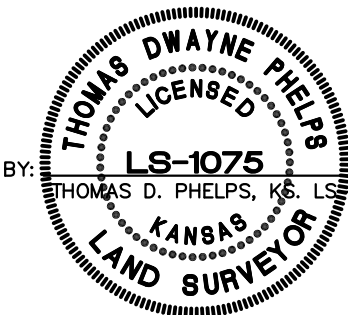
Chairman: Michael Flanagan

Approved by the Governing Body of the City of Overland Park, Kansas, this 2nd day of June, 2014.

Mayor: Carl R. Gerlach

Attest: \_\_\_\_\_  
City Clerk: Marian Cook

I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN OCTOBER 2014, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.



CERTIFICATE OF AUTHORIZATION  
KANSAS  
LAND SURVEYING - LS-82  
ENGINEERING - E-391  
THOMAS D. PHELPS, LS-1075

CERTIFICATE OF AUTHORIZATION  
MISSOURI  
LAND SURVEYING-2007001128  
ENGINEERING-2007005058



PLANNING  
ENGINEERING  
IMPLEMENTATION

PHELPS ENGINEERING, INC.  
1270 N. Winchester  
Olathe, Kansas 66061  
(913) 393-1155  
Fax (913) 393-1166