

**AMENDMENT TO  
DECLARATION OF RESTRICTIONS  
TOWN AND COUNTRY MANOR**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned do make this Amendment to the Declaration of Restrictions Town and Country Manor, a subdivision in the City of Overland Park, Johnson County, Kansas, described as follows, to wit:

A plat described as: The South half (S/2) of the Northwest Quarter (NW/4) of Section Twelve (12), Township Fourteen (14), Range Twenty-Four (24), except that part in streets or roads.

WHEREAS, the Declaration of Restrictions Town and Country Manor was filed on October 7, 1996 in the Office of the Register of Deeds of Johnson County, Kansas, in Book 5008 at Page 463;

WHEREAS, the Declaration of Restrictions Town and Country Manor was amended by the Amendment to the Declaration of Restrictions Town and Country Manor filed on December 28, 1998 in the Office of the Register of Deeds of Johnson County, Kansas, in Book 5991 at Page 253; and,

WHEREAS, the Declaration of Restrictions Town and Country Manor was further amended by the Amendment to the Declaration of Restrictions of Town and Country Manor filed on May 16, 2002 in the Office of the Register of Deeds of Johnson County, Kansas, in Book 7824 at Page 748; and,

WHEREAS, pursuant to Section 25 B of the Declaration of Restrictions Town and Country Manor, as amended, the Declaration of Restrictions Town and Country Manor, with the exception of the provisions of Section 25 C, may be amended by approval of the owners of more than fifty percent (50%) of the lots; and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the phrase "architectural committee" included in Section 1 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

*"The "architectural committee" hereinafter referred to shall consist of up to three (3) residents of the subdivision. Each member of said committee shall serve for a term of one year. The three members shall be elected by the Homes Association after all of the lots are sold and the plans approved by the Developer. In the event that no residents shall be elected by the Association, the Board of Directors shall have the power to appoint residents as members of the architectural committee. Further, in the event that a resident elected to the architectural committee is unable to fulfill his/her complete term, the Board of Directors shall appoint a resident to fill any unexpired term. Should a disagreement between the members of the architectural committee arise, the determination of sixty percent*

(60%) of the ~~home~~ Owners shall be final. A further right of appeal shall exist to arbitration, pursuant to an arbitrator by and under the rules and regulations of the American Arbitrators Association.”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the first paragraph of Section 5 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

“All plot, building, landscaping plans, *additions and/or renovations to the exterior of any residence, detached garages* and detailed specifications, prior to actual construction, must be submitted to and approved in writing on said plans by the Developer or the architectural committee, whichever is appropriate. Two sets of plans and specifications are to be submitted. One set will be retained by the Developer or the architectural committee and the other shall be returned to the lot Owner, either approved or disapproved. In no event shall any lot Owner construct a home which is substantially identical to an existing home in Town and Country Manor, nor shall two or more homes be built from the same set of plans, without the written consent of the Developer or the architectural committee. At the time of such submission, a security deposit in an amount to be fixed by the Developer or the Board of Directors shall be made as security for damage to streets and other property that might be caused during the course of construction. Such deposit shall be forthwith refunded upon the completion of construction and landscaping. In addition, a non-refundable fee shall be paid in an amount to be fixed from time to time by the Developer or the Board of Directors.”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that paragraph D identified as “*Porch projections*” included in Section 6 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

“D. *Porch projections*: Unenclosed, covered porches, balconies and porte cocheres may project beyond the building lines by not more than ~~twelve (12) feet~~ *sixteen feet (16’)*.”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the first paragraph of Section 8 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

“*The following minimum finished floor area requirements shall apply to any residence constructed upon any lot:*

2 Story	3,800 square feet
1 ½ Story	3,250 square feet
Ranch	3,000 square feet

All *finished* floor areas shall be determined exclusive of any porches, garages, attics, and basements areas, whether finished or unfinished. No detached floor areas count. All residences shall have a minimum of a three (3) car garage. No garage shall face the road without prior written permission of the Developer or the architectural committee.”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the second paragraph of Section 8 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

“A detailed landscaping plan and landscaping allowance shall accompany the plot plan (along with a final grading plan if deemed necessary by the Developer) and final building plans. The minimum landscaping allowance (in dollars) for each residence shall not be less than ~~two percent (2%)~~ *four percent (4%)* of the purchase price of the lot and the value of the residence (either the construction cost of the residence or the appraised value of the residence, whichever is greater). *The cost of sod shall be included in the calculation of the minimum landscape allowance, but the cost of any irrigation system shall not be included in the calculation of the minimum landscape allowance.*”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the third paragraph of Section 8 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

“Any lot purchased from the Developer shall have the residence under construction within ~~twenty four (24)~~ *six (6)* months. *In the event of damage or destruction of an existing residence, the Owner shall have the repairs or reconstruction commenced within six (6) months.* Any resale of an unimproved lot carries the original purchase date from the Developer and construction shall begin according to the terms set forth herein. If construction of approved plans is not started at the end of the ~~twenty four (24)~~ *six (6)* month period, then the Developer has the right to purchase the lot from the buyer(s) at the original purchase price. When construction is started on any lot, a period of one (1) year is allowed for the completion of said construction. The construction starting date shall commence when a Building Permit is issued and shall end when a Certificate of Occupancy is issued. A fine of ~~ten dollars (\$10.00)~~ *One Hundred and No/100 Dollars (\$100.00)* per day payable to the Developer or its assigns

shall be imposed on any violation of ~~this any restriction set forth in of this restriction Section 8 and shall be payable to the Developer~~, unless written authorization is granted by the Developer *or its assigns* to extend construction for not more than sixty (60) days. To receive written authorization from the Developer to extend construction for not more than sixty (60) days, a fee of One Hundred and No/100 Dollars (\$100.00) shall be imposed and shall be payable to the Developer *or its assigns*. Any fines or fees not paid in full within thirty (30) days after imposition, shall be filed as liens against the offending property.”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the second paragraph of Section 12 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

“No fences or walls may be erected more than ~~six five~~ feet (5’) (6’) high.”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the paragraph D of the sub-section identified as “*Front yard fences.*” included in Section 12 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

“D. Be decorative in nature, be three (3) feet or less in height, and be limited to or similar to one of the following types of construction: brick or stone walls, ~~split rail, wood rail,~~ or wrought iron (*or comparable aluminum*) ~~or spaced picket fence.~~”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the paragraph identified as “*Side yard fences.*” included in Section 12 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

“*Side yard fences.* ~~A~~ No fence or wall may be constructed on the side property line, ~~except that no fence shall be closer than fifteen (15) feet to any collector or local street right-of-way.~~ In addition, no fence shall be permitted in any platted landscape easement except as part of a master fence/screening plan approved by the City of Overland Park as required by law.”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the paragraph C of the sub-section identified as “*Design standards for fences.*” included in Section 12 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

“C. All fences (other than decorative fences) erected on lots hereby restricted shall be ~~constructed of~~ *limited to one of the following types of construction: natural cedar, redwood, brick or stone walls, wrought iron (or comparable aluminum), or similar materials specifically approved in writing by the Developer or the architectural committee. Fences constructed of metal, wire or plastic are specifically prohibited, except for dog runs.*”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that Section 13 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

“Exterior walls of all residences and all appurtenances thereto shall be of stucco, brick, stone, ~~wood shingles,~~ wood siding, or any combination thereof, or such other materials as may be deemed by the Developer or the architectural committee in writing to be compatible therewith. All windows and exterior window treatments also shall be approved by the Developer or the architectural committee in writing. All wood exteriors, except roofs ~~and shake side walls,~~ shall be covered with a workmanlike finish of two (2) coats of high quality paint or stain. No residence or building shall be permitted to stand with its exterior in any unfinished condition longer than six (6) months after commencement of construction. All exterior basement foundations and walls which are exposed above final grade shall be painted the same color as the residence, or, at the Developer’s or the architectural committee’s discretion, covered with siding compatible with the structure. All exterior colors shall be described on the Building Plans and shall be subject to approval in the manner described herein.”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that Section 15 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

“*Other than satellite dishes intended specifically for residential use, no ~~Exterior~~ television antennas, satellite dishes, and and/or radio antennas shall be allowed in the subdivision on any lot, residence or other structure within the subdivision only with the written authorization on the size and location of each by the Developer or the architectural committee, and only if size, location, and design criteria of each are consistent with local, state, and federal laws regarding the same. All satellite dishes shall be attached to the side or rear of the residence*”

*and installed such that the entire satellite dish is below the roof line of the residence.”*

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the paragraph A of Section 16 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

*“A. Basketball goals. Basketball goals shall be ~~behind the front or side building lines and shall be standard colors and designs.~~ located between a line drawn parallel to the front surface of the residence and the back lot line and shall in no case be closer than 15 feet to the back and side lot lines. All backboards of basketball goals shall be made of glass or acrylic.”*

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the paragraph E of Section 16 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

*“E. Exterior structures. No exterior structure (other than a residence) shall have dimensions larger than ~~24~~ 36 feet by 48 feet, with an additional overhang allowed of up to 6 feet on any side. ~~No exterior structure shall be located in the front yard (between the front of a residence and the front line lot).~~ All exterior structures must be located between a line drawn parallel to the back surface of the residence and the back lot line and shall in no case be closer than 15 feet to the back and side lot lines. No exterior structure shall be located in the front yard (between a line drawn parallel to the back surface of the residence and the front lot line). All building and landscaping plans and detailed specifications of all proposed exterior structures must be submitted to and approved by the architectural committee prior to construction to ensure that the proposed location, building materials and landscaping plan are consistent with all applicable provisions of this Declaration, as amended. The architectural committee or the Board of Directors shall not be held liable for any damage resulting or claimed to result from the approval or disapproval or the failure or refusal to approve or disapprove any exterior structure submitted hereunder.”*

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the paragraph D of Section 17 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

*“D. Parking restrictions. No trailer, bus, camper, recreational vehicle, boat, or similar apparatus shall be parked, left or stored in any yard, driveway, or street for more than a 24-hour period. No commercial vehicle shall be parked, left, or*

stored in any yard, driveway, or street for more than a 24-hour period. All passenger vehicles (including, but not limited to, automobiles, motorcycles, mini-vans, sport utility vehicles, and trucks) shall be kept in a fully enclosed garage from the hours of 10:00 p.m. to 6:00 p.m. No passenger vehicles (including, but not limited to, automobiles, motorcycles, mini-vans, sport utility vehicles, and trucks) shall be parked on a street in the subdivision between the hours of 10:00 p.m. to 6:00 p.m. *A fine of twenty-five dollars (\$25.00) per day shall be levied against any violation of this restriction until it is rectified.*”

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the paragraph G of Section 17 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

*“G. Damaged buildings. In the event of vandalism, fire, windstorm, or other damage, no building (either exterior or residence) or other structure shall be permitted to remain in a damaged condition for a period longer than that allowed by the laws of the City of Overland Park, Kansas. Neither the Association nor the Board of Directors shall be responsible for any damage to buildings or other structures caused by vandalism or negligence of any Owner or a member of the Owner’s family, and/or a guest or business invitee of any Owner.”*

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that Section 19 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

~~“Within fifteen (15) months after commencement of construction of a residence, the entire yard surrounding the residence shall be completed per the agreed upon Landscaping Plan. A fine of ten dollars (\$10.00) per day shall be levied against violations of this requirement until it is rectified. Within thirty (30) days of the issuance of the Certificate of Occupancy, the entire yard surrounding the residence shall be completed per the agreed upon Landscaping Plan. The area located between a line drawn parallel to the front surface of the residence and the back lot line shall be sodded. Any vegetable gardens shall be located in the back yards of all residences. between a line drawn parallel to the back surface of the residence and the back lot line and shall in no case be closer than 15 feet to the back and side lot lines. No vegetable garden shall be located in the front yard (between a line drawn parallel to the back surface of the residence and the front lot line). The Owner of each lot shall maintain their lawn (any sodded or seeded areas) in a uniform manner and properly maintain all landscaping and replace it when necessary. The Owner shall have any dead trees and/or shrubs removed within thirty (30) days after written notice from the Association. All weeds, grass, and other vegetation shall be maintained in a manner that is not offensive to the~~

neighbors and in a manner that is consistent with the laws of the City of Overland Park, Kansas. *A fine of ten dollars (\$10.00) per day shall be levied against violations of any of the requirements of this Section 19 until it is rectified. ”*

and,

WHEREAS, the undersigned, being more than fifty percent (50%) of the owners of the lots, propose that the second paragraph of Section 23 of the Declaration of Restrictions Town and Country Manor, as amended, be further amended as follows:

*“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 to 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. Any violation of any agreement, restriction, or reservation herein set forth shall be deemed a nuisance and may be enforced by the Developer, its successors and assigns, in any manner allowed by law or equity, including, but not limited to, the imposition and collection of fines, which if not paid within thirty (30) days from the date of imposition may be enforced as a lien on the Owner/Violator’s real estate, in proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for enforcement of such liens. Unless a specific fine is otherwise provided herein, the amount of the fine for any violation of any agreement, restriction, or reservation herein set forth may be up to One Thousand and No/100 Dollars (\$1,000.00).”*

All other terms and conditions of the Declaration of Restrictions Town and Country Manor, as previously amended, not modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being more than fifty percent (50%) of the owners of the lots, have signed this Amendment to Declaration of Restrictions Town and Country Manor on the date indicated next to our respective signatures.

\_\_\_\_\_ Dated \_\_\_\_\_

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\_\_\_\_\_ Dated \_\_\_\_\_

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Owner(s) of Lot \_\_\_\_\_

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Owner(s) of Lot \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_