

(d) **Maintenance.** Each Owner shall properly maintain his Lot and the residence and other Improvements thereon in good condition and repair and in a neat, clean, orderly and attractive condition at all times. Trees, shrubs and lawns shall be maintained in good condition and attractive appearance at all times. Lawn grass shall be uniformly mowed and shall not be permitted to reach a height of more than four inches. Each Owner shall properly water, maintain and replace all trees and landscaping on the Owner's Lot and adjacent public rights-of-way.

(e) **Utility and Drainage Easements.** Within the easements reserved in the Subdivision for the installation and maintenance of utilities and drainage facilities, no grading, planting, structure or other material shall be placed or maintained which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels. Easement areas on Lots, and all Improvements thereon, shall be maintained continuously by the Owners, except for those improvements for which a public authority or utility company is responsible.

(f) **Alteration of Common Areas and Right-of-Way Amenities.** No Owner shall improve, destroy or otherwise alter any Common Areas or right-of-way amenities without prior written consent of the Homes Association.

(g) **Fences and Walls.** Black wrought iron style fences no greater than four feet in height may be permitted. All fencing and walls (including, without limitation, the composition and location thereof) shall be subject to the approval of the Design Review Committee. Only wrought iron style fences, with iron stile, stone or brick pillars, are permitted. (exceptions will be considered in height where requirements by the City of Olathe related to accommodating swimming pools conflict with this restriction). Privacy screens of other material may be permitted by the Design Review Committee around patios so long as the Design Review Committee determines that the materials and design are in harmony with the house but in no instance shall such screens penetrate the building set back lines. No chain link, wire, wood panel or stockade fencing shall be permitted. Retaining walls shall be made of natural materials approved by the Design Review Committee.

(h) **Flagpoles, Mailboxes, Doghouses, Yard Ornaments, Lawn Furniture, Recreational and Play Structures.** No freestanding flagpole, mailbox, doghouse, sculpture, fountain or other yard ornament, permanent lawn furniture or recreational or play structures may be installed, placed or maintained on the exterior of any building or on any Lot without the prior written approval of the Design Review Committee. (Outdoor furniture placed on decks or patios is exempt from approval requirements.) Except where specifically authorized in writing by the Design Review Committee, all outside doghouses or recreational or play structures (other than basketball goals) shall be located behind the back building line of the house. Outside doghouses shall have materials and colors that are compatible with the residence.

(i) **Tennis Courts, Swimming Pools and Hot Tubs.** No tennis court or above-ground swimming pool shall be installed or maintained on any Lot, *provided, however,* that above-ground hot tubs may be installed and maintained with prior written approval by the Design Review Committee. No in-ground swimming pool or related improvements, facilities or equipment shall be installed or maintained upon any Lot unless the location, design, materials and colors are approved in writing by the Design Review Committee. All pools shall be fenced and all hot tubs shall be fenced or otherwise adequately screened, all in accordance with the provisions of this Declaration. All pools and hot tubs shall be kept clean and maintained in operable condition at all times.

(j) **Signs.** No permanent or temporary sign of any kind shall be displayed to public view in any manner in the Subdivision without the prior approval of the Homes Association, except: (a) one sign for each Lot, not exceeding 100 square inches in area, upon which is exhibited the street number for the Lot or the name of the Lot Owner, or both; (b) one sign for each Lot, not exceeding 1,000 square inches in area, advertising the Lot for sale or lease; (c) street markers, traffic signs and other signs displayed by government agencies or utilities on designated easements and rights-of-way; (d) such signs as may be required by legal proceedings, or the prohibition of which is precluded by law; (e) signs not exceeding six (6) square feet in area promoting candidates or issues but limited to only forty-five (45) days before and two (2) days after the day of election and only one sign per candidate or issue; and (f) one garage sale sign not exceeding 1,000 square inches in area is permitted on the Lot when the sale is being held, provided such signs are removed within 24 hours after the close of the sale. Except as otherwise permitted by the Design Review Committee in writing, all residences shall have a house number place or house numbers in the style(s) approved by the Design Review Committee. For newly constructed homes offered for sale, only one realty signs (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if a realty company is involved. Nothing in this section shall be construed to prohibit the erection of Subdivision entrance structures, identity signs, directional signs, advertising signs and informational signs by Developer, its grantees, assignees, or licensees in such size and design and at such places as it or they may determine. No sign shall be placed or maintained on any Common Area without the approval of the Board. If any sign other than those described above shall be displayed in the Subdivision, the representatives or agents of the Developer or the Homes Association shall have the right to remove such sign. For purposes hereof, a "sign" includes any mark, symbol, word or drawing intended to communicate to a viewer.

(k) **Basketball Goals.** No exterior basketball goals shall be erected or maintained on any Lot without the prior written consent of the Design Review Committee. Basketball goals shall be permanently installed and shall have transparent backboards and black posts. Basketball hoops and goals attached to a building are specifically prohibited. There shall be only one basketball goal per Lot. The Board shall have the right to establish reasonable rules regarding the hours of use of

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

(l) **Animals.** No animal of any kind, including livestock, poultry and poisonous reptiles, shall be kept on any Lot, except that dogs, cats and other commonly accepted household pets of a number and type permitted by ordinances and regulations of the City, as the same may be amended from time to time (other than any dog included within the definition of “vicious dogs” pursuant to City ordinances and regulations), may be kept, provided they are not kept or bred for any commercial purpose and do not constitute a nuisance to residents of the Subdivision. In no event, however, shall more than three dogs or cats, or combination thereof, be kept on any Lot. All permitted pets shall be kept within a residence or fenced area, or on a leash attended by a responsible person at all times. In the event an otherwise permitted animal, in the discretion of the Homes Association, constitutes a nuisance or endangers the safety or welfare of any resident of the Subdivision, such animal shall be removed from the Subdivision by the owner thereof. In the event the owner fails or refuses to remove the animal, the Homes Association may cause the animal to be removed. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others.

(m) **Offensive Activities, Nuisances, Dumping.** No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes, brush, debris or other refuse be thrown, placed or dumped upon any Lot or Common Areas, nor shall anything be done which may be or become an annoyance or a nuisance to residents of the Subdivision or any part thereof.

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

(o) **Solar Collectors.** No solar collector of any kind or type shall be erected or maintained upon any Lot without the prior written consent of the Design Review Committee.

(p) **Antennas, Satellite Dishes.** No exterior radio, television, short wave, citizens' band or other antenna of any kind, including satellite dishes or other devices for the reception or transmission of radio, microwave or similar signals, shall be placed or maintained on any Lot without the prior written approval of the Design Review Committee. Approval of such devices shall be based on criteria such as location, size, signal strength, aesthetic appearance, landscaping, screening and other legally permissible considerations so as to reasonably control the impact of such devices on the Subdivision and all parts thereof. All such devices shall be installed in accordance with and shall comply in all respects with City requirements. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum 20 inches in diameter) may be installed, with the prior written

consent of the Design Review Committee, so as not to be readily visible from the street.

(q) **Garage Sales.** No garage sales, sample sales or similar activities shall be held within the Subdivision without the prior written consent of the Homes Association.

(r) **Sound Devices.** No exterior speaker, horn, whistle, siren, bell or other sound device, except intercoms, devices used exclusively for security purposes and stereo speakers used in accordance with any rules specified by the Homes Association shall be located, installed or maintained upon any Lot.

(s) **Exterior Lights.** No outside lights shall be mounted higher than 20' off the ground unless otherwise required by city code and no free standing exterior lights shall be located more than ten feet above ground level. Except for holiday lights, all exterior lighting shall be white and not colored. All landscape lighting must be approved in writing by the Design Review Committee.

(t) **Utility Lines.** All residential utility transmission lines shall be underground.

(u) **Connections to Sanitary Sewers.** No water from any roof or downspout, basement or garage drain or any surface drainage shall be placed in or connected to any sanitary sewer line.

(v) **Fuel Storage Tanks.** No outside or underground tank for the storage of fuel or other liquids (other than small propane tanks for BBQ grills) shall be installed, placed or maintained on any Lot.

(w) **Vehicles and Equipment.** No automobile, truck, motorcycle, motorbike, van, bus, motor home, recreational vehicle, camper, boat, trailer or other vehicle, and no lawn mower or other motorized or wheeled outdoor equipment or apparatus shall be left, maintained, repaired, serviced or stored on any Lot, except in an enclosed building. Overnight parking of motor vehicles or trailers of any type or character in public streets, Common Areas or vacant lots is prohibited. Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited except during such time as such truck is actually being used for the specific purpose for which it is designed. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two licensed and operative automobiles of any type (including pick-up trucks) in a reasonable state of repair and preservation or the temporary parking of recreational vehicles for the purpose of loading or unloading (maximum of two nights every 14 days) on any paved driveway on any Lot.

(x) **Garage Doors.** All garage doors shall remain closed at all times except when necessary for entry or exit.

(y) **Clotheslines.** No exterior clothesline or clothesline pole shall be erected or maintained on any Lot.

(z) **Holiday Decorations.** No exterior banners and/or holiday decorations (including decorative lights) shall be installed, placed or maintained on any Lot except during a sixty (60) day period beginning November 15th of each calendar year. in any yard.

(aa) **Awnings, Equipment, Fixtures.** No awning, or any unsightly equipment or fixture shall be installed, placed or maintained on the exterior of any structure or on any Lot, nor shall any air conditioning equipment or unsightly projection be attached to or placed in front of any residence without the prior written consent of the Design Review Committee.

**11.2 CONSTRUCTION PERIOD REQUIREMENTS.** During construction periods on any Lot, the Owner and all parties involved in such construction shall be responsible for maintaining the Lot in a clean and orderly manner; for controlling erosion and runoff while the site is in a disturbed condition; and for insuring that mud and debris tracked onto public streets is promptly removed. Adequate erosion and silt control procedures shall be followed, including the use of barricades, temporary construction fence, straw bales or silt fence, to protect adjacent Lots, Common Areas and adjacent property.

**11.3 COMPLIANCE WITH CITY REQUIREMENTS.** Notwithstanding any provision of this Declaration to the contrary, all property within the Subdivision shall be used only in compliance with federal, state and city requirements. In every case in which any provision of this Declaration is at variance with such requirements, the more restrictive provision shall govern and control.

**11.4 ENFORCEMENT.** The Homes Association or its authorized agents may enter any Lot on which a violation of the Declaration exists and may correct such violation at the expense of the Owner of such Lot. Such expenses and such fines as may be imposed by the rules and regulations adopted by the Homes Association, shall be deemed a special Assessment secured by a lien upon such Lot enforceable in accordance with the provisions of Article VI. All remedies described in this Declaration and all other rights and remedies available at law or equity shall be available in the event of any breach by any Owner, tenant, occupant or other party of any provision of this Declaration.

## **ARTICLE XII. NOTICES**

**12.1** The Homes Association shall designate from time to time the place where payment of Assessments shall be made and other business in connection with the Homes Association may be transacted.

**12.2** All notices required or permitted under this Declaration shall be deemed given if (i) deposited in the United States Mail, postage prepaid, and addressed to the Owner at the address of the Lot or (ii) sent by electronic mail to the Owner at the electronic mail address