

kept, bred, or maintained for any commercial purpose, and further provided that not more than three (3) dogs or cats (or combination thereof) shall be kept or maintained on any lot. In the event an otherwise permitted animal, in the discretion of the Board, 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 Board of Directors may cause the animal to be removed.

N. No school or other buses, motor homes, mobile homes, autos, campers, camper-trailers, recreational vehicles, tractors or trucks shall be parked at the curb for more than twenty-four (24) hours at any one time. No school bus, camper, motor home, mobile home, camper, camper-trailer, recreational vehicle, tractor, truck with a capacity in excess of 3/4 ton, truck with camper attached or boat shall be parked or left outside on any lot for more than twenty-four (24) hours at any one time; such vehicles shall be stored in a garage if kept on a lot for more than twenty-four (24) hours. No major repair work shall be done on any car, truck, trailer or other vehicle while parked outside the garage or in the street. No autos, buses, boats, trucks, race cars, wrecked cars, modified stock cars, trailers, or vehicles that are not in operating condition, are not registered or whose presence might create an unsightly appearance or create a nuisance or be a hazard to life or health shall be allowed to be parked or left on any lot or at the curb. No trash, old appliances, junk or other refuse shall be allowed to accumulate on any lot.

O. All doors on garages shall be kept closed, except when opened for the purpose of parking or removal of motor vehicles.

P. No exterior clotheslines or poles (including flagpoles unless attached to a dwelling) may be erected or maintained on any of the lots hereby restricted.

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

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

S. No radio or television aerial wire, antenna, antenna tower, satellite dish or energy collector, whether permanent or temporary, shall be maintained outside of any structure, unless approved in advance by the Architectural Control Committee.

T. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above or below the surface of the ground.

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

V. Lawns shall be kept in good condition as soil, climate and other natural conditions permit, and grass shall not be permitted to reach a height of six (6) inches or more or otherwise create an unsightly appearance.

W. Any property owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool; no above ground or above grade swimming pools shall be permitted. No tennis courts shall be allowed unless constructed on common areas or areas owned by the Homes Association.

X. No storage buildings shall be allowed.

Y. No solar panels or solar collectors shall be installed or maintained on the exterior of any residence or on any lot.

Z. Basketball goals may be erected only with the prior approval of the Architectural Control Committee. All basketball goals shall be free-standing on poles, and shall not be attached to any residence or building; the backboard of such goals shall be constructed of transparent material. Poles, nets, hardware, backboards and braces shall be kept in good condition.

AA. No sign of any type shall be erected, placed or maintained on any lot or on any structure on a lot without the prior approval of the Architectural Control Committee, except that subdivision entry signs/markers, directional signs and advertising signs may be erected and maintained by the Developer or the Board of Directors, with the consent of the Developer (so long as Developer owns land in the subdivision). For purposes hereof, a "sign" includes any mark, symbol, word(s), drawing or other drawing intended to communicate to a viewer.

BB. No residence or lot or any portion thereof may be leased or rented for a period of less than six (6) months. All leases or rental agreements shall be in writing, and the owner of the lot shall be responsible for compliance by the renter or lessee of these restrictions and the rules and regulations of the Association.

CC. No hunting or use of firearms or archery equipment shall be permitted in the subdivision.

DD. No artificial vegetation shall be permitted on the exterior of any lot; exterior sculptures, fountains and other similar yard decor shall be subject to the prior approval of the Architectural Control Committee.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side, or rear of each tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.

4. All single story residences shall have a total finished ground floor area of not less than 2400 square feet; all two story residences shall have a finished ground floor area of not less than 1500 square feet and a total finished floor area of 2800 square feet; all one and one-half story residences shall have a finished ground floor of not less than 1800 square feet and a total finished floor area of 2500 square feet.

5. All residences shall have wood windows or wood clad windows, and every residence shall have a cedar shake or wood shake shingle roof.

6. It is agreed that if the owner of any vacant lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the Architectural Committee shall have authorization to do so and the cost thereof may be taxed as a lien against the property.

7. The Developer unconditionally reserves the right to subject additional land to these restrictions and add same to the district and subdivision at any time, by document recorded in the Office of the Register of Deeds of Johnson County, Kansas.

OPTION TO EXCLUDE APPLICABILITY  
OF THE TERMS AND CONDITIONS OF THE FOREGOING  
DECLARATION TO CERTAIN REAL PROPERTY

The legal owner of all of the real property described herein, Wellington Park Partners, shall have the power at any time to waive or modify any or all of the restrictions or covenants contained herein as to said real property remaining undeveloped or unimproved and under the ownership of Wellington Park Partners, or its assigns. The Developer specifically reserves the right carry on its business in the subdivision, so long as Developer owns land within the subdivision or new homes are being constructed, including, but not limited to, maintaining sales offices, model homes, business offices and other facilities necessary or convenient for the business of Developer.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 15 day of June, 1993.

Wellington Park Partners, a Kansas General Partnership

"Developer"

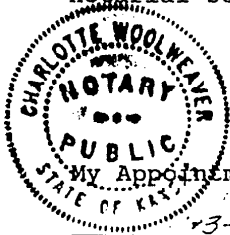
Rodrock Homes, Inc., Managing Partner

By: Darol E. Rodrock  
Darol E. Rodrock, President

**STATE OF KANSAS, JOHNSON COUNTY, SS.:**

BE IT REMEMBERED, that on this 15<sup>th</sup> day of June, 1993, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Darol E. Rodrock, President of Rodrock Homes, Inc., managing partner of Wellington Park Partners, a general partnership, who is personally known to me to be the same person who executed, as such officer of the managing partner, the within instrument on behalf of said partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

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



Charlotte Woolweaver  
Notary Public

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