

CEDAR BROOK SUBDIVISION
MONTGOMERY COUNTY, KANSAS

DECLARATION AND ESTABLISHMENT OF CONDITIONS,
RESERVATIONS AND RESTRICTIONS FOR
CEDAR BROOK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of all of the lots and parcels constituting Cedar Brook Subdivision, Montgomery County, Kansas, legally described as follows, to wit:

The East 593.00 feet of the S/2 SW/4 of Section 28, Township 34 South, Range 16 East, of the 6th Principal Meridian, Montgomery County, Kansas

have established a general plan for the improvement and development of such premises, and do hereby establish the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by them, or any of them, as owner thereof, as follows:

1. **RESIDENTIAL USE.** Such lots, and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or business office or other multi-family dwelling shall be erected, placed, permitted or maintained on such premises, or on any part thereof. No improvement or structure whatever, other than a single family first class private dwelling house, patio walls, swimming pool and attached garage may be erected, placed or maintained on any lot in such premises. Provided however, that upon each lot the owner thereof may, contemporaneously or subsequent to construction of a dwelling thereon, erect one out-building not to exceed a single story of 400 square feet dimension, for the purpose of general storage, lawn tools and the like. Such out-building to be constructed in a design and with materials consistent with the general architectural design and materials of the dwelling, and to be constructed at the side or rear (farthest from abutting street) of the lot.

2. **ARCHITECTURAL COMMITTEE.** An Architectural Committee composed of an Executive Officer of Community State Bank is hereby appointed to review and approve the plans and specifications of each dwelling and permitted out building and fences to be located upon and within the Development. Prior to the commencement of construction, the owner, or prospective owner, shall submit to the architectural Committee detailed plans and specifications for the structure to be erected and improvements to be made in connection therewith. If the Architectural Committee finds the plans and specifications to be in conformity with the conditions, reservations and restrictions herein set forth, and of style, material, color and design aesthetically pleasing and consistent with the character of the Development, the Architectural Committee shall approve such plans and specifications and the structure(s) may be erected in conformance therewith. The Architectural Committee may reject all or any portions of such plans and specifications in which event the owners may amend and resubmit the plans and specifications until approval of the Architectural Committee is obtained. An owner, or prospective owner, may request that the Architectural Committee issue its approval in written form and when so issued shall bind the Architectural Committee and all persons party or subject to these conditions, reservations and restrictions.

3. **GENERAL CONSTRUCTION REQUIREMENTS.** Each private dwelling erected upon any lot shall be constructed in accordance with the following requirements, in addition to the conditions, reservations and restrictions elsewhere herein contained.
 - a. **Minimum Size.** The dwelling constructed upon any lot shall consist of not less than 2,400 square feet of interior/finished floor space, measured to the outside of the exterior wall studs. Further, for a two (2) story dwelling the first (ground) floor shall consist of not less than 1,600 square feet of interior/finished floor space, measured to the outside of the exterior wall studs. The minimum square footage stated is exclusive of garage.

 - b. **Position Upon Lots.** The positioning of the dwelling constructed upon any lot shall be subject to the control of the Architectural Committee based upon the configuration of the lot, the design of the dwelling, and aesthetic consideration of adjoining lot owners. Garage door openings may face (open toward) the abutting street.

 - c. **Lanes, Driveways.** The lanes and driveways upon any lot from the streets of the development to the dwelling shall be specified as to location, course and materials as part of the plans and specifications submitted to the Architectural Committee and shall be subject to its approval.

- d. Heating and Cooling Equipment. All heating and cooling equipment installed on the exterior of a dwelling shall be enclosed by wall or other suitable means (e.g. shrubbery) as to be hidden from view. No heating or cooling equipment shall be installed on the roof of a dwelling.
- e. Reflective Glass or Other Materials. No reflective glass or other glare or light reflective materials shall be utilized as external material upon any dwelling.
- f. Septic System. The design, material, configuration and extent of the septic system installed with respect to any dwelling shall be in compliance with all applicable governmental regulations and, in addition, shall be subject to the approval of the Architectural Committee.
- g. Utility Service Lines. All utility service lines to the dwelling on any lot shall be buried along a course designated by the Architectural Committee.
- h. Antennas, Poles and Apparatus. No antenna pole for television and/or radio reception may be installed on any lot that exceeds the lowest level of roofline. A single satellite dish for television may be installed on each lot, to be located at the rear (farthest from abutting street) of the lot. A satellite dish shall not be mounted to the home or detached structure's exterior façade or roof.
- i. Surface Contour and Drainage. Subsequent to construction of a dwelling upon any lot, the grounds shall be contoured and suitably landscaped in a manner compatible with the water drainage plan of the Development.
- j. Walls and Fences. No front yard fencing shall be permitted. The rear grounds of any lot may be enclosed by walls or fences constructed of stone, brick or wood as approved by the Architectural Committee. No wire or chain link fences shall be permitted.
- k. Subsequent to construction, the dwelling (and any permitted outbuilding) shall be maintained in accordance with the foregoing requirements, and no alteration, addition, work of remodeling or other construction shall be performed in any manner contrary thereto. All construction shall be approved by the Architectural Committee.

7. **SIGNS.** No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon, except:
 - a. A single, unobtrusive name and address sign, the design of which shall be subject to the approval of the Architectural Committee; and
 - b. A single "for sale" sign at such time as the lot is offered for sale, which shall not exceed 1500 square inches in surface area.
8. **MINING.** No derrick or other structure designed for drilling or boring for oil or natural gas shall be erected, placed or permitted on any part of the Development and no oil, natural gas, hydrocarbon product or other mineral shall be produced therefrom. No soil shall be removed from any lot except for and in connection with construction of a dwelling or permitted outbuilding.
9. **EASEMENTS.** Easements have been dedicated upon the Plat of the Development for roadway, drainage and access. No person or property owner shall erect or permit any structure to be located upon, or in any manner interfere with, the proper use and operation of such easements. No trees or shrubs shall be planted in any easement designated for drainage.
10. **DEVELOPMENT FRONTAGE.** The Cedar Brook Homeowners Association has designated on the Plat of the Development a Frontage Area abutting County Road No. 2000, commonly known as an extension of Woodland Ave, Coffeyville, Kansas. Maintenance and upkeep of the Development Frontage shall be the right, responsibility and obligation of the Cedar Brook Homeowners Association as herein provided. Lawn care shall be the responsibility of the homeowners on a rotating basis. Individual owners have the option to hire mowing and trimming or may do it themselves.
11. **TREES AND SHRUBS.** To establish, maintain and enhance the character and aesthetically pleasing character of the Development, and the lots located thereon, trees and shrubs of selected variety have been established. The maintenance and replacement of trees and shrubs upon the Development Frontage, shall be the right, responsibility and obligation of the Homeowners Association. The selection of trees and shrubs to be planted and located within 50 feet of the centerline of the Streets of the Development shall be subject to the approval of the Architectural Committee up to and through the construction of a dwelling upon any lot and thereafter subject to the approval of the Homeowners Association.

12. **DEBRIS.** No trash, debris or rubbish shall be permitted to be kept or stored upon any lot in the premises (except ordinary and unavoidable construction debris during the course of construction which shall nevertheless not be permitted to unduly accumulate) and shall be stored in trash containers or in the required enclosures during normal trash hauling cycles, to be not less frequent than weekly. In the event a dwelling or other structure is destroyed or damaged by fire or any other casualty, it shall be promptly repaired or removed.
13. **FIRES.** The burning of trash or garbage shall not be permitted at any time or under any circumstances. Grass, leaves and brush may be burned seasonally, in compliance with all governmental regulations.
14. **SEPTIC SYSTEM MAINTENANCE.** Should any septic system upon any lot become a nuisance, or otherwise not operate in an efficient and proper manner, the owner of such lot may be compelled by the Homeowners Association to immediately repair or replace the same.
15. **HOMEOWNERS ASSOCIATION.** The owners of each lot within the development shall automatically be, become and remain during their tenure of ownership, a member of the Cedar Brook Homeowners Association, a Kansas Corporation, and subject to all of the provisions of the Articles of Incorporation and Bylaws thereof The owner of each lot shall be entitled to one vote in the conduct of the business and affairs of the Association. Title to real estate designated on the Plat as the Development Frontage shall be vested in the Homeowners Association, together also with all roadways (pending acceptance of dedication hereof by the public through appropriate governmental authorities) and all easements for utilities and drainage (except to the extent the ownership thereof is accepted by the utility providers or governmental authorities). The Homeowners Association shall have the right, power and duty to do and perform all of the following:
 - a. To maintain and replace as necessary the trees and shrubs upon the Development Frontage, along and within 50 feet of the centerline of the streets within the development and within the interior of the street cul-de-sacs within the Development;
 - b. To mow and maintain the Development Frontage, and the interior area of the street cul-de-sacs within the Development (mowing and maintenance along the streets to be responsibility of individual lot owners, respectively. Lawn care shall be the responsibility of the homeowners on a rotating basis. Individual owners have the option to hire mowing and trimming or may do it themselves.
 - c. To maintain, repair and replace the Development entrance wall;

- d. To operate, maintain, repair and provide utilities (electric and water) for the Development Frontage wall lights and the watering of trees, shrubs and grass within areas subject to the control and maintenance of the Homeowner's Association;

and otherwise, to do, perform, exercise and fulfill all of the rights, obligations and responsibilities herein vested and made incumbent upon the Homeowners Association by the terms hereof and except as otherwise herein provided to enforce the conditions, restrictions and reservations herein provided. In the event the Homeowners Association shall improperly fail or refuse to take any action required or permitted hereby, a member wronged thereby may compel it to be done by judicial means, directly or derivatively.

16. ASSESSMENTS. The Homeowners Association may by the affirmative vote of the majority of its members, levy assessments against the members for any of the following purposes:

- a. To maintain the legal existence of the Association by the payment of required franchise and administrative fees, and to pay taxes upon the property or income of the Association.
- b. To pay the costs of performing and fulfilling the Association's rights, responsibilities and obligations hereunder.

The assessments shall be levied on an equal dollar basis among the owners of the lots within the Development. If assessments are not paid when due, they shall become a lien upon the member's lot or lots within the Development.

Any interested person may request and obtain from the Homeowner's Association a written statement as to the amount of assessments which may be due with respect to any lot. The annual assessments levied may not exceed

\$500.00, adjusted for increases or decreases in the consumer price index as published by the United States Department of Commerce, for the Kansas City Region, using such index for the year 1988 as the base. The power of the Homeowners Association to levy assessments for the purposes herein stated shall not create or impose upon any member any liability for the debts or the obligations of the Homeowners Association or subject any member to any assessment except as voluntarily levied by the members of the Association in accordance with the Articles of Incorporation and Bylaws of the Association.

17. DISSOLUTION. Upon the dissolution of the Homeowner's Association, all of the property thereof shall pass to and become the property of the then existing members in common, and such common interest shall thereafter pass to the heirs, successors and assigns of the members as appurtenant to their respective lots in the Development.

18. AMENDMENT. These conditions, reservations and restrictions may be amended by the unanimous consent of the owners of the lots within the Development.
19. TERM. These conditions, reservations and restrictions shall continue in force for a term of twenty-one years from the date of execution hereof and may be continued in force thereafter with the unanimous consent of the owners of the lots within the Development.
20. BINDING EFFECT. Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure and pass with each and every parcel and lot of such development and shall bind the present owner and the successors in interest of the present owner. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.

This Seconded Amended Declaration and Establishment of Conditions, Reservations and Restrictions for Cedar Brook Subdivision is amendatory of the original filed July 14, 1989, at Book 76, Miscellaneous, page 284, and First Amended filed July 31, 1989 at Book 76, Miscellaneous, page 321.

IN WITNESS WHEREOF, this instrument is executed in one or more identical counterparts by the owners of all the lots and parcels in Cedar Brook Subdivision.

Owner of Lots:

ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF MONTGOMERY, SS:

BE IT REMEMBERED that on this ____day of ____ 20____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, the owners of lots or parcels in Cedar Brook Subdivision, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF MONTGOMERY, SS:

BE IT REMEMBERED that on this _____of ____ 20____, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, appeared _____, owners of a lot or parcel in Cedar Brook Subdivision, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

NOTARY PUBLIC

My appointment expires: