

**DECLARATION OF COVENANTS AND RESTRICTING USE OF LAND FOR
SHERWOOD PARK NO. 9 SUBDIVISION**

THIS DECLARATION OF COVENANTS AND RESTRICTING USE OF LAND (these "Declarations") is made on this Day 8th of February 2023, by RMD DEVELOPMENT, LLC, a Kansas limited liability company ("Declarant").

WHEREAS, Declarant is the owner of the following described real estate that is located in Shawnee County, Kansas:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 14 EAST OF THE 6TH P.M., CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS.

(the "Subdivision"); and

WHEREAS, Declarant desires to subject the Subdivision as defined herein to the provisions of this Declaration to create a residential community of single-family homes as further provided in these Declarations; and

WHEREAS, Declarant has caused a subdivision in Shawnee County, Kansas, to be platted that is commonly known as the Sherwood Park No. 9 subdivision; and

WHEREAS, Declarant desires to place certain covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth upon the Subdivision for the benefit of the Declarant, its successors, assigns, and its future grantees to protect the value and desirability of the project commonly known as Sherwood Park No. 9.

NOW THEREFORE, for purposes of enhancing and protecting the value, attractiveness, and desirability of the Subdivision, the Declarant declares that all of the described real property and each part thereof shall be held, transferred, developed, occupied, sold, and conveyed subject to the provisions of the following easements, covenants, conditions, and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the described property or any part therein, including their heirs, successors, and assigns, and shall inure to the benefit of each owner of the property.

**ARTICLE I
DEFINITIONS**

For purposes of this Declaration and as used herein, the following terms shall have the meaning specified below:

1. "Declarant" shall mean and refer to RMD Development, LLC, including its successors or assigns.
2. "Lot" shall mean and refer to that real estate shown on the final Plat of the Subdivision on which is located one (1) single family home within the Sherwood Park No. 9 subdivision.
3. "Occupant" shall mean and refer to any person in actual possession of any Lot in the Subdivision.
4. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot that is part of the Subdivision, and shall include contract sellers and Declarant during those times at which Declarant is owner of any Lot, but shall not include those holding title merely as security for performance of an obligation.
5. "Plat" shall mean the Final Plat of the Sherwood Park 9 1 subdivision that has been filed in the records of the Register of Deeds of Shawnee County, Kansas, at Book 55 and Page 113 on August 24, 2021.
6. "Residence" shall mean one individual residential dwelling unit that is constructed and maintained on a Lot that is designed, constructed and intended to be used and occupied only as a single-family dwelling.

7. "Subdivision" shall mean and refer to the following described real estate, which is hereby submitted to the provisions of this Declaration, with the following legal description, to-wit:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 14 EAST OF THE 6TH P.M., CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS

ARTICLE II USE RESTRICTION

The Subdivision shall be occupied and used only as follows:

1. Use of Lots for Residential Purposes Only. Each Lot shall be used exclusively for a private Residence, and no multi-family structure, commercial or office building may be erected on any Lot. No structures shall be erected, altered, placed, or permitted to remain on any Lot unless the same is subject to this Declaration. No Lot shall be split, divided or subdivided for development, sale, resale, gift, transfer, or otherwise.
2. Landscaping. All-natural surface areas disturbed by any development shall be promptly replanted in ground cover, shrubbery, grass, or trees to prevent undue erosion. Vegetable gardens are not permitted in the front or side yard areas. No fence, wall, hedge, or shrub planting shall obstruct the sightline of motorists at the corners of intersections and driveways. All trees planted shall be a minimum of six (6) feet in height at the time of planting.
3. Signs or Advertising. No permanent or temporary sign of any kind shall be displayed on any Lot without the express written approval of the Declarant, except for the following temporary signs ("Permitted Signs"): (a) Such signs as may be used by the Declarant or a Declarant in connection with the development and sale of the Lots; (b) such signs as may be required by legal proceedings, or the prohibition of which is excluded by law; (c) a single sign advertising the Lot as being for sale so long as the sign is no larger than Two Hundred Sixteen (216) square inches; or (d) signs promoting political candidates but only 30 days before and five (5) days after the day of the election. Permitted signs shall not exceed five (5) square feet in total area nor more than three feet in height, measured from grade.
4. No Timeshares and Limited Leasing. No Owner shall create any undivided interests or any other interests in any Lot(s) for timesharing or similar commercial purpose. During any one (1) year period, no Lot and/or any Residence thereon shall be leased more than twice.
5. Business Use Excluded. No commercial or business enterprise, or other non-residence use, of any nature or kind may be conducted on any Lot or in any Residence, including any detached structure.
6. Temporary Living Use Excluded. No stand-alone basement, tent, shed, trailer, shack, garage, or temporary structure of any nature or kind shall be erected, constructed, permitted or maintained on a Lot, or any portion thereof, at any time (including during construction), used for human habitation, whether temporarily or permanently.
7. Used Residences, Modular Homes, Manufactured Homes, Mobile Homes, Earth Homes, and/or Log Cabin Homes Excluded. No used, second-hand or previously erected Residence, structure or building of any nature or kind shall be moved or placed, either in sections or as a whole, nor shall any manufactured or modular home be erected upon said land, nor shall any mobile Residence be moved, placed or permitted to remain upon a building site subjected to these covenants. No Residence, structure or building of any kind shall be permitted to be built out of cement blocks or cinder blocks. No earth home and no log cabin homes shall be permitted to be built on any Lot.
8. Livestock and Animals. Dogs, cats, tropical birds, or any other typical domesticated pets ("Pets") may be kept as house hold pets, but no breeding of any of said animals for sale shall be permitted. Owners and Occupants shall not permit any Pet leave its Owner's Lot unattended by Owner or without leash or electronic confinement, and no Pet shall be allowed to create a public nuisance. No other animals, including, but not limited to livestock or poultry, of any nature or kind shall be raised, bred, maintained or permitted on any Lot. No Pets shall be kept, bred

or maintained for any commercial purpose whatsoever and, on any Lot, the maximum number of dogs shall be two (2) and the maximum number of all other Pets shall be four (4). Each and every dog and cat must carry an identification tag which contains the address of the Owner or Occupant.

9. Trash and Debris. All Owners shall keep their Lot and Residence painted, repaired and properly maintained and shall not permit the accumulation of trash, debris, or junk, of any nature or kind. All Residences shall be arranged in a neat and orderly fashion so as to enhance the appearance of the overall development of the Subdivision. Outside storage of any building materials is expressly prohibited except for new building material, which may be necessary for and only stored during the construction process. Said building materials may be stored for thirty (30) days prior to the beginning of construction. Each resident must secure the service of public trash collection agent for normal trash and garbage collection. All trash must be placed in a garage container and screened from public view, except only on days of collection.

10. Parking and Vehicle Storage. Parking shall be accommodated on site with no overnight parking allowed on public streets. Exceptions will be made for on-street parking that is necessary to accommodate guests. Parking or storage of motorboats, houseboats, or other similar water-born vehicles, recreational vehicles and equipment including campers, trailers, motor homes, trucks and race cars will be permitted only in an attached, enclosed garage or in the driveway. Said recreational vehicles may be parked in the driveway only on a seasonal basis. No parking of such vehicles will be allowed on the public streets or in the front, side or back yards. No motor vehicle, or any nature or kind, shall be constructed or repaired, upon any Lot or street in the Subdivision in such a manner as will be visible from a neighboring property or to the users of any street for any period exceeding three (3) days per month. The Declarant may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the Owner.

11. Fencing/Walls. Fences (Cedar Privacy, Metal, Plastic, and Wrought Iron) are allowed. No chain-link or similar type of fencing will be allowed. Privacy screens of other materials may be permitted by the Declarant around patios or decks so long as the Declarant determines that the materials and design are in harmony with the Residence, but in no instance shall such screens penetrate the building setback lines. No fencing of any nature or kind will be permitted in the front area of any Lot. Decks and Gazebos. All decks and gazebos must be approved by the Declarant and their design should be included in the preliminary and final plans submitted for the Residence. Such designs should reflect the details of the decking, structure, railings, and stairs. All decks and gazebos shall be stained or painted to match the home's exterior color scheme. Future construction of decks and gazebos will be permitted if approved under the same terms and conditions as above by the Declarant.

12. Driveway Construction. All driveways must be well-maintained and be paved.

13. Nuisance. No Owner shall permit or suffer anything to be done or kept about within the Owner's Lot, or on, or about, any portion of the Subdivision, which may obstruct or interfere with the rights of other Owners or Occupants, or annoy them by unreasonable noise, actions, reflections of sunlight, or otherwise, nor will any Owner commit, or suffer any illegal act to be committed therein. Each Owner shall fully comply with the requirements of all health authorities and other governmental authorities having jurisdiction over the Subdivision, each Lot and each Residence.

14. Lights. No spotlights, flood lights, or other such lights shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the use and enjoyment of any other Lots in the Subdivision. All exterior lighting shall have a concealed energy source and of a white color. No exterior lighting shall be installed or maintained on any Lot unless and until approved by the Declarant. All Residences must have and maintain in continuous operation an electric yard light in the front yard. Such lights must be installed in operable condition on or before the construction of the Residence is completed on the Lot, and such light must be controlled by a photoelectric cell.

15. Safe Conditions. Without limiting any other provision in the Declarations, each Lot shall, at all times, be kept and maintained in a safe, sound and sanitary condition and repair, and each Owner shall correct any condition, or refrain from any activity, that may interfere with the reasonable use and enjoyment by any other Owner or Occupant of their respective Lot. All improvements on a Lot which may be damaged by or destroyed by fire or other casualty shall be promptly repaired and restored by the Owner with due diligence and in accordance with these Declarations.

16. Swimming Pools. No Lot shall have an above-ground swimming pool, unless the plans and specifications for such pool are approved by the Declarant, who may deny such plans in its sole and absolute discretion.

17. Utilities. All utilities shall be located underground, and no above-ground wires shall be permitted from a Residence to a utility pole.

18. Sewage. No Residence shall be occupied until the same is connected to the sanitary sewage disposal system. No cesspool, septic tanks, laterals, or outside toilets shall be permitted.

19. Excavating. No work, exploration, drilling or mining of any minerals, or quarrying, drilling, or mining of any minerals, rock, soil or materials of any nature or kind shall be conducted on any Lot, nor shall any excavation of any nature be made upon any Lot, or any portion thereof, except as may be incidental to the installation of utility services, drainage lines, the preparation of building sites, the construction of dwellings or swimming pools, and the grading of roads and streets.

20. Care of Property. All Owners and Occupants shall take good care of their Lot and Residence. No Owner or Occupant shall permit weeds, underbrush or other unsightly growth to grow or remaining upon any Lot (whether improved or unimproved), and no unsightly objects shall be placed or suffered to remain anywhere thereon. Each Lot shall be kept clean, neat in appearance, and tidy at all times. In the event the Owner of a Lot fails to keep the Lot in such a reasonable state of care or appearance, the Declarant may enter upon the Lot and remove such unsightly growth, refuse, property, or other objects. The Owner shall be liable to Declarant for all costs, fees and expenses incurred.

ARTICLE III REGULATION OF IMPROVEMENTS

1. Plan Approval.

a) No Owner or any other person may construct, or cause to be constructed or reconstructed, change or alter, or remodel, any Residence, garage, fence, driveway, private road, landscape, wall, or other improvements, or structures relating thereto, upon any Lot within the Subdivision unless and until plans and specifications have been submitted to and approved by the Declarant, in writing. Two copies of such plans and specifications shall be submitted to Declarant for approval and shall include the location of the improvements on the Lot, the building materials to be utilized, the exterior colors to be utilized, any landscaping plans, and the grade of the Lot with the proposed improvements. All plans for landscaping shall also be attached to all copies of building plans for written approval. The Declarant shall not unreasonably withhold approval of any plans submitted.

b) In the event Declarant fails to approve or disapprove any submitted plans or specifications within thirty (30) days after the same have been submitted, the plans and specifications shall be deemed automatically approved.

c) Approval of the plans and specifications shall be evidenced only by a written endorsement by Declarant on the submitted plans and specifications.

d) No amendments, modifications or changes to plans or specifications that have been approved by Declarant may be made without prior, written consent of the Declarant.

e) All plans and specifications, including landscaping plans, shall be in strict conformance with all provisions of this Declaration.

f) An inspection fee of \$100.00 shall be submitted and paid to Declarant at the time any building or landscaping plans are submitted for approval.

2. Construction. The Owner of any Lot upon which construction of a Residence and/or related improvements commences shall prosecute, with all reasonable diligence, the completion of said construction within twelve (12) months from the date of commencement of construction. Construction commencement time

will start when building permit(s) are issued. During construction, Owner shall make a good faith effort to keep the street and construction site clear and free of debris. It shall be the obligation of each Owner to make a good faith effort to keep the street clear of mud and dirt caused by erosion and the ingress and egress of trucks and construction equipment from the Lot(s).

3. Conformity. The Residence, including all buildings, outbuildings, fences, walls, landscaping, or any other structures shall be built in conformance with the plans and specifications submitted by the Owner and approved by the Declarant.
4. Code Compliance and Zoning Ordinances. All Residences and related improvements constructed on any Lot, and all uses made of said Lot, shall be constructed, maintained and utilized at all times so as to be in full compliance with all applicable rules, codes, regulations, and statutes, including, but not limited to building codes and ordinances.
5. Single Dwelling Only; Basements Required. Only one, individual single-family dwelling ("Residence"), together with a garage for the use by the Owner or Occupant for only those uses and purposes as provided herein. No previously constructed Residence may be moved on to any Lot, and each Residence shall include a basement below ground level, unless otherwise approved by Declarant, which may be withheld at its sole and absolute discretion.
6. Setbacks. Front yard setbacks shall be thirty (30) feet. No Residence or garage shall be located nearer than thirty (30) feet from the rear of the property line. No Residence shall be located nearer to an interior Lot line than seven (70) feet. For the purpose of determining compliance with this paragraph, eaves, steps and patios shall not be considered as part of the Residence.
7. Building Requirements. Each Residence erected on any Lot must comply with the following size and construction requirements.
 - a) Square Footage. The ground floor finished living area of any Residence, excluding basement and garage space, will be no less than one thousand, five hundred (1500) square feet, except in the case of a two story home. which must have a minimum of one thousand eight hundred (1800) square feet total of finished living area on both levels; the first floor of which shall have a minimum square footage of one thousand two hundred (1200) square feet.
 - b) Roof Design. No structure may be erected or placed on any Lot with a roof pitch of less than 6/12 pitch. No three-tab shingles are allowed. Homes shall have more than one roof line. The roof overhang shall be a minimum of twelve (12) inches.
 - c) Stone Accents and Siding. At least two of the front surfaces of a dwelling home shall incorporate natural stone, cultured stone, man-made stone, or brick facings and accents.
 - d) Declarant Approval. Final Residence designs must conform to the restrictions included in this covenant. No building or structure shall be erected, placed or altered upon any Lot until the construction plans and specifications, including elevation and grade, have been submitted to and approved by the Declarant. Building plans must include a site plan, a floor plan, specifications regarding exterior window and door openings, roofline, exterior building materials and color. No changes to the color of the Residence or any other modifications may be made without the approval of the Declarant.
 - e) Facing of Residences. All Residences must face in the general direction of the servicing road. All Lots shall have only one entrance from the servicing road.
8. Outbuildings. Outbuildings are allowed but must have approval by the Declarant. Any outbuildings approved must match the exterior design and appearance of the dwelling Residence located on the Lot.

**ARTICLE IV
DECLARATIONS**

1. Duration. The conditions restrictions and covenants of these Declarations shall run with the land and bind the real estate subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant and any Owner. These Declarations shall continue in effect for twenty (20) years from the date of tiling and shall automatically be extended for successive period[s] of five (5) years thereafter, unless an instrument signed by a majority of the Lot Owners has been recorded, agreeing to abolish these covenants, conditions and restrictions and that the recording has occurred prior to the end of the then effective period.

2. Amendment and Revocation by Declarant. Until such time as more than half of the Lots are owned by Owners other than Declarant, Declarant may, at its sole and absolute discretion, amend or revoke the said covenants, conditions and restrictions contained in these Declarations, or otherwise change them in whole or in part.

3. Amendment by Owners. The covenants, conditions and restrictions of this Declaration may be amended only by an instrument signed and acknowledged by not less than a majority of the Lot Owners, as determined by a one Lot, one vote basis as set forth below. No such amendment shall be effective unless and until the same is recorded in the Office of the Register of Deeds of Shawnee County, Kansas.

4. Voting. Each Lot as set forth in the Plat shall be entitled to one vote.

**ARTICLE IV
EVENT OF DEFAULT AND REMEDIES**

1. Events of Default. If any Owner or Occupant fails to perform or observe any term, covenant, condition, restriction of these Declarations, or fails to pay any cost, fee or expense incurred by the Declarant on behalf of any Owner or Occupant in the enforcement of these Declarations.

2. Remedies. Upon the occurrence of an event of default, the Declarant or a Lot Owner shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- a) Actual damages that have been or may be suffered by reason of such breach; and
- b) Require specific performance under the terms and conditions contained in this Agreement; and
- c) Forfeiture of ownership to the said Lot.

3. Enforcement. The conditions, restrictions and covenants contained in these Declarations may be enforced by the Declarant, including all successors and assigns, or by any Lot Owner.

4. Waiver and Delay. No waiver by any party of any breach or series of breaches or defaults in performance by the other party, and no failure, refusal or neglect of any party to exercise any right, power or option given to it hereunder to insist upon strict compliance with or performance of the obligations under these Declarations, shall constitute a waiver of the provisions of these Declarations with respect to any subsequent breach thereof or a waiver of any right at any time thereafter to require exact and strict compliance with the provisions thereof.

5. Cumulative Remedies. All remedies provided in accordance with these Declarations are cumulative and are in addition to any and all legal or equitable rights and remedies. No failure or delay by any party in exercising any right, power or remedy will operate as a waiver of any such right, power or remedy. Payment of Cost, Fees and Expenses. Any Lot Owner, including any Occupant of the said Lot, shall immediately reimburse the Declarant, on demand, for any costs, fees and expenses incurred, including, without limitation, all attorneys' fees incurred, in effecting compliance with the obligations of any covenant, condition or restriction of these Declarations.

ARTICLE V

MISCELLANEOUS PROVISIONS

1. Invalid Provision(s) and Severability. Nothing contained in these Declarations shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of these Declarations and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the provisions of these Declarations affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, section, paragraph, sentence, clause, covenant, condition, or restriction of these Covenants shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of these Declarations shall continue in full force and effect. If any tribunal or court of competent jurisdiction deems any provision hereof unenforceable, such provision shall be modified only to the extent necessary to render it enforceable and these Declarations shall be valid and enforceable and the parties hereto agree to be bound by and perform same as thus modified.

2. Governing Law. All disputes concerning the validity, interpretation, or performance of these Declarations and any of its terms or provisions, or any covenant, condition or restriction, shall be governed by and resolved in accordance with the Laws of the state of Kansas.

3. Headings. The section and paragraph headings appearing in these Declarations have been inserted for the purpose of convenience and reference only. They do not purport to, and shall not be deemed to define, limit, or extend the scope or intent of the sections and paragraphs to which they appertain.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND the Declarant has executed these Declarations on the date and year first written above.

DECLARANT
RMD DEVELOPMENT, LLC

BY: *Mike Drippe*
Mike Drippe, Managing Member

BY: *Roger Johnson*
Roger Johnson, Managing Member

STATE OF KANSAS)
 Douglas SL) SS:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this 9th day of February 2023, before me, the undersigned, a notary public in and for the county and state aforesaid came Michael Drippe, AND Roger Johnson, Member/Managers of RMD Development, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person duly acknowledged the execution of the same.

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



Stacey L. Leslie
Notary Public

My Commission Expires: 8-17-2024