



P.O. Box 4277
Overland Park, Kansas 66204

A Guide for
Homeowners
and
Renters

Declarations

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By-laws

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Restrictions

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Table of Contents

| | |
|---|-----------|
| <u>Homes Association Declaration</u> | <u>3</u> |
| <u>I. Definition of Terms Used</u> | <u>3</u> |
| <u>II. Public Improvements Under Management of Company or Association</u> | <u>3</u> |
| <u>III. Powers and Duties of the Association as Trustee</u> | <u>4</u> |
| <u>IV. Land Entitled to Benefits</u> | <u>4</u> |
| <u>V. Method of Providing General Funds</u> | <u>4</u> |
| <u>VI. Assessment Due Dates</u> | <u>5</u> |
| <u>VII. When Delinquent, Regarding Termination/Restoration of Service</u> | <u>5</u> |
| <u>VIII. Lien on Real Estate</u> | <u>5</u> |
| <u>IX. When Delinquent, Regarding Liens and Termination of Liens</u> | <u>5</u> |
| <u>X. Expenditures Limited to Assessments for Current Year</u> | <u>6</u> |
| <u>XI. When Constitutes Notice</u> | <u>6</u> |
| <u>XII. Other Lands—How They May Be Added</u> | <u>6</u> |
| <u>XIII. Association to Notify Members of Address</u> | <u>6</u> |
| <u>XIV. New Powers to be Given</u> | <u>6</u> |
| <u>XV. Temporary Trustee</u> | <u>6</u> |
| <u>XVI. To Observe All Laws</u> | <u>7</u> |
| <u>XVII. How Terminated</u> | <u>7</u> |
| <u>XVIII. Covenants Running With the Land</u> | <u>8</u> |
| <u>By-Laws</u> | <u>9</u> |
| <u>Article I: Registered Office and Registered Agent</u> | <u>9</u> |
| <u>Article II: Objectives</u> | <u>9</u> |
| <u>Article III: Membership</u> | <u>9</u> |
| <u>Article IV: Meetings of Members</u> | <u>9</u> |
| <u>Article V: Board of Directors</u> | <u>10</u> |
| <u>Article VI: Officers</u> | <u>10</u> |
| <u>Article VII: Committees</u> | <u>11</u> |
| <u>Article VIII: Funds</u> | <u>11</u> |
| <u>Article IX: Waiver of Notice</u> | <u>11</u> |
| <u>Article X: Parliamentary Authority and Membership</u> | <u>11</u> |
| <u>Declaration of Restrictions of Milburn Fields</u> | <u>13</u> |
| <u>Modifications of Restrictions</u> | <u>19</u> |

Homes Association Declaration

Milburn Fields, a subdivision in Johnson County, Kansas

Dated July 31, 1953
Filed August 13, 1953
at 10:12 AM
#458081
Book 60 of Misc. Page 394

THIS DECLARATION, made this 31st of July, 1953, by Mission Reality, Inc. a corporation which has duly filed for record in the office of the Register of Deeds of Johnson County, Kansas, on the 22nd day of October, 1952, a Plat of a subdivision known as Milburn Fields, which platted property is proposed to be sold for high class residence purposes; and

WHEREAS, in order to assist the proprietor and its future grantees in providing the necessary means to better enable it and its future grantees to bring this about, the said Mission Reality, Inc., does now subject all of the lots in the aforesaid plat to the following covenants and assessments:

I. Definition of Terms Used

The term "district" as used in this agreement shall mean unless and until extended as hereinafter provided, all of the lots shown on the aforesaid plat. If or when other lands shall, in the manner hereinafter provided for, be added to that above describe, then the term "district" shall thereafter man all land which shall from time to time be subjected to the terms of this agreement, including any future modification thereof. The term "improved property" as used herein shall be deemed to mean a tract on which a residence has been erected or is in the process of being erection or on which any other building not in violation of the restrictions then of record thereon is erected or is in the proves of erection thereon. Any such tract may consist of one or more contiguous lots or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved. The term "public places" as used herein shall be deemed to mean all streets and all parks at street intersection or elsewhere, and all similar places, the use of which is dedicated to or set aside for the use of the general public, or which may, the appropriate consent, be used by all of the owners in the district. The term "owners" as used herein shall mean those persons or corporation who may from time to time own the land within the district.

II. Public Improvements Under Management of Company or Association

All public improvements upon and to the land in the district or improvements in public places shall be under the management and control of the Homes Association by whatever name it may be designated as hereinafter provided, as trustee; said Association shall be composed of the owners of the real estate in said district and may or may not be incorporated as the members thereto may hereinafter provide. But whether it is incorporated or not, membership of the Association shall be limited to owners of land within the boundaries of the district as it exists from time to time. Each owner shall participate in the Association in the proportion that the ownership of his property bears to the ownership in the entire district. It is provided, however, that such management and control of said improvements shall at all times be subject to all lawfully created governing bodies which may have jurisdiction in the premises.

And in addition thereto, it shall have such further powers and duties as are hereinafter set forth, all of which may be exercised or assumed at the discretion of the Association.

The Association shall be the sole judge of the qualification of its members and of their right to participate in its meeting and proceeding.

III. Powers and Duties of the Association as Trustee

The Association shall have the following and duties whenever in the exercise of its discretion, it may deem them necessary or advisable, provided, that nothing herein contained shall be deemed to prevent any owner having the contractual right to do so, from enforcing any building restrictions in his own name.

First: to enforce, either in its own name or in the name of any owner within the district, any or all restriction which may have been heretofore, or may hereafter be imposed upon any of the land in said district, either in the form originally placed thereon or as modified, subsequently thereto; provided, however, that, this right of enforcements shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignments of these rights by proper parties, wherever and whenever such right of assignment exists. The expenses and costs of any proceeding shall, however, be paid out of the general fund of the Association as herein provided for.

Second: to provide for the collection and disposal of garbage and/or trash, which service shall be paid for by each user of such service. Billings for the cost of such service shall be made to users in addition to the association dues and the collection thereof may be enforced in the same manner as association dues.

Third: to exercise such control over the easements as it may acquire from time to time.

IV. Land Entitled to Benefits

All land shall be entitled to the benefits or improvements or services provided for by this Association and the owner or owners thereof shall be considered to have subjected their land to the terms of this agreement and to the assessments herein provided for.

V. Method of Providing General Funds

For the purpose of providing general funds to enable the said Association to perform the duties and to maintain the improvements herein provided for, all of the assessable land within the boundaries of the above described district shall be subject to the annual improvement assessment to be paid to the Association annually in advance by the respective owners thereto. The amount of each assessment shall be \$6.00 per lot as shown on the above described plat.

The rate of assessment may be increased for any ensuing fiscal year to as much as \$12.00 per lot, provided, however that at a meeting of the members specially called for that purpose prior to the date on which the assessment is due for which such increase is proposed, a majority of the members present as such meeting vote for such an increase; provided further, that the assessment may be increased to as much as \$24.00 per lot in the even that as a meeting of the members specially called for that purpose prior to the date in which he assessment is due for the year for which such increased is provided, two-thirds of the members present as such meeting vote for such an increase. Whenever

the Association may deem it advisable to submit to the members a proposal for increasing the rate of assessment for any particular year, then it shall notify members of the Association by mailing to each member at his/her last known address with U.S. postage thereon prepaid, a notice for such meeting giving the time and place at which it is to be held and the fact that an increase in the rate of assessment is to be voted upon at such meeting.

VI. Assessment Due Dates

The fiscal year shall from January 1st to December 31st. Assessments shall be fixed and levied on or before the 1st day of January of the fiscal year. Assessments for the year shall be due and payable on February 1st. It will be the duty of the Association to notify all members and owners whose addresses are listed with the Association on or before January 1st, giving the amount of the assessment, where and when due and payable, and the amount on each tract of land owned by them. Failure of the Association to make the assessment prior to January 1st of the succeeding fiscal year shall not invalidate any such assessment subsequently made for that year, nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1st of any year, then it shall be due and payable no later than 30 days from the date of levying the assessment or February 1st, whichever is later.

VII. When Delinquent, Regarding Termination/Restoration of Service

On or after the first day of July each year, or within thirty days from the date of levying the assessment for the fiscal year during which and for which the assessment is made, if payment has not been received, service to that resident will be terminated. Service will not be resumed until payment for all service received to date, service for the balance of the current fiscal year, and accrued interest have been received. If payment arrangements are approved, service will be continued unless the homeowner fails to follow the terms and condition of the payment agreement.

VIII. Lien on Real Estate

The assessment may become a lien on said real estate as soon as it is due and payable as set forth above. In the event of failure of any of the owners to pay the assessment on or before the first day of February following the making of such assessment, then such assessment shall bear interest at the rate of ***ten percent per annum from the first day of January***. If the assessment is paid before the first day of February, or within thirty days from the date of the assessment, if the assessment is made subsequent to January 1st for the fiscal year beginning January 1st, then no interest shall be charged.

IX. When Delinquent, Regarding Liens and Termination of Liens

On or after the first day of February of each year, or within thirty days from the date of levying the assessment for the fiscal year during which and for which the assessment is made, the assessment shall become delinquent. Payment of both principal and interest may be enforced as a lien of said real estate in proceedings in any court in Johnson County, Kansas having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens as soon as they become delinquent. The owner shall pay all costs associated with a lien.

Such liens shall continue from the date of delinquency on the real estate for an indefinite period of time until the assessment or accumulated assessments plus the per annum interest and any other

charges associated with the filing of the lien, have been paid. During this period of time if a suit shall have been instituted for the collection of the assessments and other charges, the lien shall continue until the termination of the suit and/or until the sale of the property under execution of the judgment establishing same.

X. Expenditures Limited to Assessments for Current Year

The Association shall at no time expend more money within one year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever binding the assessment of any future year to pay for any such obligation and no such contract shall be valid or enforceable against the Association, it being the intention that the assessment for each year shall be applied as far as it is practicable toward the paying of the obligations of that year, and that the Association shall have no power to make a contract affecting the Association of any future or subsequent year.

XI. When Constitutes Notice

A written or printed notice thereof, deposited in the United States Post Office, with postage thereon prepaid and addressed to the respective owners at the last address listed with the Association shall be deemed to be sufficient and proper notice for this purpose or for any other purpose of this contract where notices are required.

XII. Other Lands—How They May Be Added

The Proprietor, its successors and assigns may from time to time add such land to the district, as is now or hereafter owned or approved for addition by them provided that the land to be added to the district shall at that time be bound by all of the terms of this agreement or any future modification thereof. The Association may also unite or combine with any other association similarly organized, operated on a similar basis having jurisdiction of land lying wholly within Johnson County, Kansas.

XIII. Association to Notify Members of Address

The Association shall notify all owners of the land in the District as it may exist from time to time, insofar as the addresses of such owners are listed with such Association, of the official address of the Association, as to what place and time regular meetings of the Association shall be held, designating the place where payments shall be made, and any other business in connection with said Association may be transacted, and in case of any change of address, the Association shall notify all the owners of the land in the district insofar as their addresses are listed with the Association, of the change, notifying them of its new address.

XIV. New Powers to be Given

By written consent of the owners of two-thirds of the assessable property in the district, evidence by an agreement duly executed and acknowledged and recorded in the office of the Register of Deeds of Johnson County, Kansas, the Association may be given such additional powers as may be desired by said members or to otherwise amend this instrument, provided, however, that no right to change the proportion of the assessment rate may be given.

XV. Temporary Trustee

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, the Proprietor, its heirs, successors and assigns, shall have the right, at their option to

perform the duties, assume the obligation, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein given direct to said Proprietor.

Prior to the actual incorporation of an association contemplated by the terms of this Declaration, the Proprietor, its heirs, successors and assigns, shall have the right which they may exercise at their option or discretion, by an appropriate agreement in writing duly executed, acknowledged and recorded in the office of the Register of Deeds of Johnson County, Kansas, to subject the land described in this declaration, together with any other land which may hereafter be added to the district, to the terms and provision of any other Homes Company or Homes Association by and with their consent and having within its jurisdiction, land situated solely within Johnson County, Kansas, provided such other association or company, by whatever name known, shall have no greater powers than are set out in this declaration, and that it be at that time duly incorporated under the laws of the State of Kansas; and provided further, that all members or owners of the land within the District as it exists from time to time shall have equal rights and privileges of membership. No association contemplated under the terms of this declaration may be incorporated or assume any of the rights hereafter without the consent of the Proprietor, its heirs, successors, or assigns, and the relinquishment of their right, as temporary trustees.

Such consent and relinquishment shall be affected by a written instrument duly executed, acknowledged and filed of record by said Proprietors, their heirs, successors or assigns as temporary trustees.

Said temporary trustees may select Association members to serve as an advisory committee in the performance of such functions as said trustees shall deem to be in the best interest of the Association.

The temporary trustees shall notify the members of the Association, as herein provided, of the intention of the said trustees to relinquish their rights, duties and obligation under this Declaration and shall call a meeting of the membership for the purpose of selecting officers of the Association and for the adoption of such laws of the Association as its membership may deem advisable. At said meeting such officers shall be selected and such business conducted as shall be necessary to the government of the Association.

XVI. To Observe All Laws

Said Association shall at all times observe the State, County and other laws; and if at any time any of the provisions of this agreement shall be found to be in conflict herewith, then such parts of this agreement as are in conflict with such laws, shall become null and void, but no other part of this agreement not in conflict therein shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide such means to employ such agents as will enable it to adequately and properly carry out the provisions of the agreement, subject, however, to the limitations of its right to contract or is herein provided for.

XVII. How Terminated

This agreement may be terminated and all of the land now or hereafter affected may be released from all of the terms and provision hereof by the owners of two-thirds of the area subjects thereto at the time it is proposed to terminate this agreement, by executing and acknowledging and appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas.

XVIII. Covenants Running With the Land

All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding upon the party hereto and upon its respective heirs and assigns.

In testimony whereof, the undersigned have hereunto set their hands and seals, the day and year first above written.

Attest:
Georgia H. Langworthy, Secretary
State of Kansas
Johnson County

MISSION REALTY, INC. (A corporation)
By A.C. Langworthy, President

BE IT REMEMBERED, that on this 31st day of July 1953, before me, the undersigned, a notary public in and for the county and state aforesaid, came A.C. Langworthy, President of Mission Realty, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and Georgia H. Langworthy, Secretary of said corporation who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of such corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Neal Hambleton, Notary Public

My commission expires February 25, 1954.

By-Laws

Article I: Registered Office and Registered Agent

The location of the registered office and the name of the resident agent in the State of Kansas shall be designated from time to time in the Articles of Incorporation or by the Board of Directors and on file in the appropriate offices of the State of Kansas pursuant to the applicable provisions of law.

Article II: Objectives

The objectives of the Association shall include the assumption of duties and exercise the powers vested in the Homes Association as Trustees under the Homes Association Declaration applicable to Milburn Fields, a subdivision of land in Johnson County, Kansas (now the City of Overland Park) dated and acknowledged July 31, 1953, filed for record Aug 13, 1953, in Book 60 of Miscellaneous Records at page 394 of the Register of Deeds Office of Johnson County, Kansas.

Article III: Membership

Members of the Association shall be defined as persons, groups of persons, or corporations who own in fee title, a parcel or parcels of land containing one or more home sites in Milburn Fields, and such areas as may be added thereto as provided in the Milburn Homes Association Declaration referred to in Article II of these by-laws, and any amendments or supplements thereto. Each owner shall participate in the Association in the proportion that his ownership in the subdivision bears to the ownership in the whole subdivision; that is to say, each home-site shall be entitled to one vote. The home-site shall constitute a plot of ground upon which there has been or may be erected a one-family dwelling.

Article IV: Meetings of Members

Section 1: Unless otherwise ordered by the Board of Directors, the Annual Meeting of the members shall be ordered by the Board of Directors to be held in the first quarter of the year and to be held at the time and place designated by the Board. At such meeting the members shall elect Directors and transact such other business as may properly come before it.

Section 2: A *Special Meeting* of the members to be held at a place designated by the Board of Directors or by the officers calling such a meeting may be called at any time by the President, and in his/her absence by the Vice-President or by a vote of the majority of the Board of Directors. It shall be the duty of the Directors, President, or Vice-President to call such a meeting whenever so requested by a petition of the members owning 25% of the home-sites covered by the Homes Association Declaration.

Section 3: Notice of the time and place of all annual and special meeting of members shall be mailed or otherwise delivered to each member at least five and not more than ten days before the date thereof.

Section 4: *The President*, or in her/her absence the Vice-President, shall preside at all meetings.

Section 5: At every such meeting the owner or owners of a home-site shall be entitled to cast one (1) vote; no voting by proxy shall be permitted.

Section 6: The number of home-sites represented at any annual HOA meeting shall constitute a quorum.

Section 7: At each annual meeting the Directors and officers shall submit a statement of the business done during the preceding year, together with a financial report of the Association.

Article V: Board of Directors

Section 1: The business and property of the Association shall be managed by a Board of seven (7) Directors who shall be elected by the members at the annual meeting. Each Director shall be a member and shall receive no compensation for her/his services as Director. A transfer by a Director of his real estate in the area governed by the Association shall operate as a resignation of his office. It shall be the duty of the Directors and Officers of the corporation to carry out the objectives of the corporation, including the performance of the powers and duties of the trustee as vested in it by the Milburn Fields Homes Association Declaration referred to in Article II hereof.

Section 2: The Board of Directors acts to select members from the Association at-large to fill any unexpired positions on the Association Board that have become vacant since the previous annual meeting. Members attending the annual meeting will vote on these individuals to begin serving their terms as follows: If a board member has resigned in the first year of a two-year term, the person appointed by the Directors to complete the term of the resignee must be elected by the Association membership at the next annual meeting to complete the unexpired term. If a board member leaves during the second year of the two-year term, the person appointed to complete what remains of that term must be elected at the annual meeting to serve a full two-year term. Names of these persons as well as Directors whose terms have expired will be included in the written notice of the annual meeting. Nominations for Directors may be made from the floor at the annual meeting, provided consent of the nominee has been previously obtained. Only one member of a household may serve on the board at one time.

Section 3: Vacancies in the Board of Directors or in any office may be filled for the unexpired term by a majority vote of the remaining Directors at any regular or special Director's meeting.

Section 4: Meetings of the Directors shall be held as needed to address business of the Association, to be held at such a time and place as designated by the President, or in his/her absence, by the Vice-President.

Section 5: Special meetings of the Board of Directors may be called by the President, and in her/his absence by the Vice-President, or by any three (3) members of the Board. By unanimous consent of the Directors, special meetings of the Board may be held without notice of any time and place. The place of all special meeting shall be designated by the President or by such persons as may have been authorized to call such meetings.

Section 6: Notice of all regular and special meetings, except those specified in the second sentence of Section 5 of this Article V, shall be such as the Directors shall from time to time provide resolution.

Section 7: A quorum for the transaction of business at any regular or special meeting of the Directors shall consist of four (4) Directors.

Article VI: Officers

Section 1: Officers of this Association shall be a President, a Vice-President, and a Secretary and Treasurer. Offices of the Secretary and Treasurer may be held by one person. At the first meeting of the Board of Directors the officers shall be elected to serve only until the first annual meeting. The President and the Vice-President must be Directors. The Directors shall elect the officers of the Association, such election to be held in the first Director's meeting following the annual meeting of the

members. Each officer shall be elected for a term of two years and shall serve until his successor has been selected. An officer may be removed at any time by three-fourth (3/4) vote of the full Board of Directors.

Section 2: The **President** shall preside at all Director's and Member's Meetings; shall have general supervision over the affairs of the Association, and over the other officers; shall sign all contracts of the Association; and shall perform such other duties as are incident to his/her office. In case of the absence or disability of the President, his/her duties shall be performed by the Vice-President.

Section 3: The **Secretary** shall issue notices of all Director's and Member's meetings, attend and keep the minutes of the same, have charge of all records and papers and perform all such other duties as are incident to his/her office.

Section 4: The **Treasurer** shall have custody of all money and securities of the Association, and shall give bond in such sum and such sureties as the Directors may require, conditioned upon the faithful performance of the duties of his/her office. He/she shall sign all checks of the Association; shall keep regular books of account and shall submit them together with all his/her vouchers, receipts, records, and other papers to the Directors for their examination and approval as often as they require; he/she shall give written notice to all members of assessments due in accordance with the Homes Association Declaration referred to in Article II of these by-laws, and he/she shall collect and keep an account of the same; and he/she shall perform all such other duties as are incident to her/her office. The books of the Treasurer shall be audited annually. He/she shall submit an annual financial report at the annual membership meeting.

Article VII: Committees

There shall be such standing or special committees as are necessary to perform the duties of the Association and to police the restrictions applicable to Milburn Fields. The Chairman and members of such committees shall be appointed by the President of the Association with the approval of the Board of Directors.

Article VIII: Funds

The funds of the Association shall be deposited in such bank or trust company as the Directors shall designate and shall be withdrawn only upon the check or order of the Treasurer.

Article IX: Waiver of Notice

Unless otherwise provided by law, whenever any notice is required to be given to any shareholder or director of the Association under the provisions of these By-Laws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article X: Parliamentary Authority and Membership

Section 1: The rules contained in **Roberts Rules of Order, Revised**, shall govern the organization in all cases to which they are applicable and in which they are not inconsistent with these By-Laws.

Section 2: These By-Laws may be amended at any regular or special meeting of the Association by a two-thirds (2/3) vote of the members present and voting, providing that written notice of the proposed amendments has been mailed to the members of the association at least five (5) days before the meeting at which the amendments are to be submitted.

Amendments to the above By-Laws were passed and adopted this 3rd day of March 2007, by a majority vote of those present at the regular annual Association meeting.

Declaration of Restrictions of Milburn Fields

Dated October 2, 1952
Filed December 8, 1952
at 3:41 P.M.
#446370
Book 57 of Misc. Pg. 27

- I. KNOW ALL MEN BY THESE PRESENTS: the undersigned, Mission Realty, Inc., a corporation duly organized and operating under the laws of the State of Kansas, hereinafter called the Proprietor, have heretofore caused to be surveyed and platted the lands hereinafter described under the name of MILBURN FIELDS, and have caused the same to be subdivided into lots, parks, avenues, drives and public ways as shown on said plat to the public *use*, said plat having been filed for record in the office of the Register of Deeds of Johnson County, Kansas, on the 22nd day of October, 1952 , and duly recorded in Book 16 of Plats, Page 28, and approved by the Board of County Commissioners of Johnson County, Kansas.
- II. All of the land shown and described on the aforesaid plat is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth.
- III. The present Proprietor, the Board of Directors, its successors and assigns, have and reserve the right to, from time to time, add such land as it, its successors and assigns, now own or hereafter may acquire, to the operation of the provisions of these restrictions, reservations, and covenants, by executing and acknowledging the appropriate agreement or agreements for that purpose and filing the same for record in the Office of the Register of Deeds of Johnson County, Kansas. When any land is so subject to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said lands so added shall be subject to all the terms and provisions originally described herein and subjected to the provisions hereof.
- IV. A "Corner Lot" is one that abuts on more than one street. Any lot, except a corner lot, shall be deemed to front on the street on which it abuts. A corner lot shall be deemed to front on the street on which it has its smaller dimensions, and except the Board, in the deed to any corner lot, or any time with the consent in writing of the holder of the legal title thereto, may designate a different street as the one upon which such a lot shall be deemed to front. The street upon which a lot fronts, as above provided, shall be deemed to be the front street. Any other street contiguous to such lot shall be deemed to be a side street.

The word "plot" as used herein is intended to mean a single piece or parcel of land consisting of one lot or more or less than one lot.

Every plot shall be deemed to front on the same street or streets as the lot or lots which constitute such plot.

By "building limit line" as herein used, is meant the line marked "building limit line" as shown on the plot or as changed by the board in accordance with the provisions herein.

The word "street" as used in these restrictions, shall include any street, drive, boulevard, road, lane, way, avenue, place or court as show on the plat.

- V.** The plots are for private dwelling purposes. No business shall exist within the neighborhood or within any plot or anything be done thereon or therein which may be or become an annoyance or nuisance to the neighborhood or the other property owners. No building of any kind shall be erected or maintained thereon except private dwelling houses or outbuildings as are customarily accessory to dwellings, each dwelling house being attached and being designed for occupancy by a single family unit.

No building or outbuilding on any plot shall be used as a residence or living quarters.

No carport type of open building shall be constructed and attached to any residence to be used as a garage in lieu of the conventional enclosed garage as originally built with the residence.

- VI.** Every dwelling occupying a plot shall have appurtenant to it, as a minimum, a plot frontage of 60 feet measured at the front lot line or measure at the building line if the plot is narrower at the front than at the building line.

- VII.** The city of Overland Park and the Board of Directors must be contacted for changes described herein. The city is responsible for approval of location and size and issuance of a permit if required for any building, fence, wall, hedge or other structure. None of the aforementioned shall be commenced, erected, or maintained, nor shall any addition thereto change or alteration therein be made until acceptable professional plans and specifications, plot plan and grading plan therefore, and information satisfactory to the Board shall have been submitted to, and approved in writing by the Board and a copy thereof as finally approved, lodged with the Board. In so passing upon such plans, specifications, plot plan and grading plan, the Board may take into consideration, among other things, the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

The plumbing system of each house, excepting downspout water, shall be connected with the sewer system required by the board.

No Solar Collection units or systems shall be installed on the exterior of the residence or on the plot, except with the approval of the Architectural plans and permission of the Milburn Fields Homes Association. All such units of systems shall also comply with the restrictions of any Governmental Agency that may have jurisdiction over such installation.

No building shall be erected on the plot without notice including plans presented to the Board of Directors and all adjacent property owners.

The city of Overland Park must be contacted to approve the location of any building in the backyard with respect to the distance from the property line, e.g. regarding avoidance of utilities.

The color of the building shall be compatible with that of the dwelling.

The building shall be placed on a heavy duty all-weather base such as poured concrete with anchor bolts at each corner to guarantee that the structure is secured to the base.

Any new building shall be no larger than 100 square feet of surface. Anything greater than 100 square feet requires approval of the Board of Directors and the city of Overland Park. The building will be no higher than nine feet from the ground level to the roof peak. The roof shall be gabled style, or peaked in such a way to be similar to surrounding dwellings.

The building shall be considered to be used for "Utility Purposes Only" to house yard tools, mowers, tillers, and other miscellaneous items that are usually around the house and for the maintenance of the yard. The building shall not be used as a dwelling, business, garage, playhouse, or any similar use that would not be in keeping with the spirit and harmony of the neighborhood.

No plumbing shall be installed in the building. No downspouts shall be connected to the sewer line. Only one such building shall be installed in the backyard area of the plot.

The building shall be maintained, painted and kept in first class condition. If it is not used and is allowed to fall into disrepair it shall be removed from the plot including the base and the area returned to its original condition.

If electricity is wired to the building the incoming power line shall be installed underground.

When approval is obtained from the Board of Directors it must also include approval from adjacent property owners. If the property owners do not all agree on the building and all of the above requirements, the application will be discussed by the Board of Directors, the applicant and the adjacent owners until an agreement is reached.

It should be noted that the City does not require a building remit for a 100 square foot building unless electricity is provided. The incoming power line will then be installed according to the City Electrical Code and a permit must be obtained from the City.

After approval is obtained from the Board of Directors the plan should still be presented to Planning and Zoning office at the City Hall, 8500 Santa Fe, Overland Park, Kansas to determine that the building is not going to be installed over a Utility Easement.

- VIII.** Every outbuilding, except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant and shall be of the same exterior material, both walls and roof, as such dwelling. No outbuilding shall exceed the dwelling to which it is appurtenant in height or number of stories.
- IX.** No dwelling or any part thereof shall be erected or maintained on any plot nearer to the adjoining street or streets than the building limit line shown on the recorded plat. However, the Board reserves the right to change any building limit line, providing the consent of the holder of the legal title of the plot involved is first obtained, but in no event shall a building limit line be changed so as to bring it more than five (5) feet nearer to adjoining street. However, uncovered, and not enclosed, stoops, porches, balconies, port cornices, or terraces may extend beyond the building limit not more than six (6) feet, and customary architectural

appurtenances, such as cornices, down spouts, and chimneys may extend not more than four (4) feet. Steps leading to dwelling may extend beyond such building lines, provided such steps are not higher than level of the first floor of the dwelling.

- X. Except with the written consent of the Board, no part of any dwelling shall be erected nor maintained nearer to the side property line of the plot on which the same is erected than seven (7) feet, except that cornices, down spouts, chimneys and purely ornamental projections may extend two (2) feet nearer said property line.
- XI. All residences or dwellings constructed or maintained shall have a minimum square footage of ground floor area exclusive of garages and porches equal to that outlined in the following table:

| | |
|---------------------------|-----------------|
| 1 story house | 864 square feet |
| 1 ½ story house | 650 square feet |
| 2 story house | 550 square feet |
| 2 story house over garage | 450 square feet |

Except with the written permission of the Board no dwelling exceeding one and one half (1 ½) story will be permitted.

- XII. No building or other permanent structure shall be erected or maintained on any part of any area indicated as "Easement" but the owners of lots may, with written approval of the Board, erect and maintain a fence, wall or hedge along the property line within such easement, but subject at all times to the prior right to use such area for utility and quasi utility purposes, without liability.

The Board grants the right to public utility companies to erect, locate, construct, maintain, relocate, repair, and relay in and on the areas indicated on the plat as "Utility Easement", sewer, gas, water or other pipe lines, conduits, poles and wires necessary in the Performance of any public or quasi-public utility function with the right of access at any time for the purposes of performing such functions, and the Board also reserves the same rights for itself and its successors or assigns.

The Board reserves the right to vacate any "Easement" shown on the plat or any future easement granted by the Board over and across any lot side line, by written instrument properly executed, acknowledged and recorded, provided said "Easement" shall not at that time be in use for any public or quasi-public purpose.

- XIII. Maintenance of any advertising sign or structure shall be prohibited except signs not to exceed one and one-half (1 ½) by two (2) feet may be maintained on plots improved by dwelling during the construction and preceding the first sale by the builder, provided, however, this limitation shall not apply to signs erected by the Board for the purpose of advertising the subdivision. See [Modifications of Restrictions](#).

No tank larger than five-gallon capacity for storage of oil or other fuel or fluids may be maintained on any of the plots above the surface ground.

No street-side mail box shall be erected or maintained unless the design and location thereof are approved in writing by the board.

No radio aerial wires or television antenna shall be maintained more than three (3) feet higher than the roof line of any residence. No television or radio towers shall be constructed. Radio aerial wires or television antennas installed on any dwelling shall be constructed on the rear side of the residence so as to protect the appearance of the street side of the dwelling.

No automobiles trailers, trucks, or inoperable or improperly licensed cars may be parked on the plot, unless placed in the garage of dwelling.

No fence, wall, or hedge shall be erected or maintained on any front or side yard. However, with approval of the Board of Directors and the city of Overland Park, a fence, wall, or hedge is permitted in rear yards.

No livestock shall be maintained on any plot. No owner shall maintain more than 2 dogs, two cats, and/or two of any species of common household pets, excluding aquaria, on any plot at any time. The city of Overland Park, Animal Control, shall be contacted for further regulations/exceptions.

No trash, ashes or other refuse may be thrown or dumped on any plot in the addition.

No building material of any kind or character shall be placed or stored upon any lot until the owner thereof shall commence improvements and then the material shall be placed within the property lines of the plot upon which the improvements are to be erected; no such material shall be placed in the streets or between the curb and property line.

No outside privies or closets may be erected or maintained on any lot except for use of workmen during construction of improvements on the plot.

The Board reserves the right to waive or modify any of the above prohibitions set forth in this section as to any plot, such waiver shall not extend to any plot or plots other than that for which the waiver of modification is particularly made.

- XIV.** The restrictions herein set forth shall continue and be binding on the Board, its successors and assigns for a period of Twenty-five (25) years from the date hereof and shall be automatically extended thereafter for successive periods of Twenty-five (25) years, provided, however, after Twenty-five years (25) from date hereof the owners of the legal title to over Fifty (50) percent of the land shown on the aforesaid plat, and any land added under Section III of these restrictions, may release any or all land hereby restricted from any restrictions created by the Board, its successors and assigns, by executing and acknowledging an appropriate writing for such purposes and recording the same in the Office of the Register of Deeds of Johnson County, Kansas, provided, further, the Board, its successors and assigns may be duly executed, acknowledged and recorded instrument, created additional restrictions covering any land shown on the aforesaid plat or added under Section III hereof then owned by said Board, its successors and assigns.

- XV.** The restrictions herein set forth shall run with the land and being the Board, its successors and assigns and all parties claiming by, through or under them or any of them shall be taken to hold, agree, and covenant with the Board, its successors and assigns and with each of them to conform and to observe said restrictions, but no corporation, person or persons shall be bound in damages for any breach of restrictions unless such breach shall have occurred during his seizing of the title of the land; any owner or owners of any of the land subject to these restriction, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions herein set forth in addition to ordinary legal action for damages; failure of the Board or owner or owners of any other plot or plots shown on the aforesaid plat, to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of a right to do so thereafter.
- XVI.** The Board, its successors, or assigns by appropriate instrument may assign or convey to any person, organization, or corporation any or all of the rights, reservations, easements and privileges including the right to enforce these restrictions by suit, herein reserved to them, and upon such assignments or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as though directly reserved by them, in this instrument.
- XVII.** By-law passed by majority present at HOA annual meeting, April 4, 2019 states that all leasors of property within Milburn Fields must present to the board annually a copy of the current rental permit from the City of Overland Park. The leasor must get contact information for the leasee – name, phone number and email address, and give that information to the board when a leasee changes. They shall also be responsible for paying the annual dues by the due date. There will be a \$100.00 penalty for non-compliance.

IN WITNESS WHEREOF, the Proprietor has executed the above instrument this 2nd day of October, 1952.

Georgia H. Langworthy, Secretary
State of Kansas,
Johnson County

MISSION REALITY, INC.
By A.C. Langworthy, President

On this 2nd day of October, 1952, before me the undersigned a Notary Public in and for the County and State aforesaid, personally came A.C. Langworthy, President of Mission Reality, Inc., who is personally known to me to be the President of said Corporation and the same person who executed the within instrument of writing and duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said County and State, the day and year last above written.

Anna M. Puhr, Notary Public

My commission expires May 10, 1955.

Amendments to the above Declaration of Restrictions were passed and adopted this 3rd day of March 2007, by a majority vote of those present at the regular annual Association meeting.

Modifications of Restrictions

Dated January 27, 1961
Filed January 28, 1961
at 9:40 o'clock A.M. #615872
Book 116 Misc., Pg. 559

MODIFICATION OF RESTRICTIONS

RE: All Lots and Blocks in Milburn Fields,
a subdivision in Johnson County, Kansas, except Lots A and B.

Know All Men by These Presents

WHEREAS, the undersigned Mission Realty, Inc. as original owner and proprietor filed in the Register of Deeds Office in Johnson County, Kansas, on October 22, 1952, a plat of all of Block 1 and Lots 1 to 15, inclusive in Block 2, MILBURN FIELDS, a subdivision in Johnson County, Kansas, which plat was duly recorded in Book 16 of plants at page 28; and

WHEREAS, said proprietor on December 8, 1952, also filed a certain Declaration of Restrictions on the land so platted, which Declaration was duly recorded in Book 57 of Miscellaneous Records at page 27; and

WHEREAS, plats of additional lands in said subdivision of Milburn Fields have heretofore been filed in the Register of Deeds Office by Mission Realty, Inc., and Langworthy Development Company, Inc., and the lands so added to said subdivision have been subjected to the original Declaration of Restrictions above referred to; and

WHEREAS, Section XIII of Said Declaration contains certain prohibitions upon the use said lots so platted and reserves to the proprietors the right to waive or modify any of said prohibitions set forth in said sections as to any plot; and

WHEREAS, the undersigned Mission Realty, Inc., and Langworthy Development Company, Inc., as proprietors now desire to modify the first paragraph of said Section XIII of said Declaration in respect to maintenance of advertising signs;

NOW THEREFORE, in consideration of the premises it is mutually agreed that **the first paragraph of Section XIII of the Declaration of Restrictions** dated October 2, 1952, and filed December 8, 1962, in Book 57 of Miscellaneous Records at page 27 of the Register of Deeds Office in Johnson County, Kansas, **be modified to read as follows:**

“Maintenance of any advertising sign or structure on any plot shall be prohibited, except the following: (a) Signs not to exceed one and one-half (1-1/2) feet by two (2) feet maintained on plats improved by dwelling during construction and preceding the first sale by the builder, and (b) A single sign not to exceed one and one-half (1-1/2) by two (2) feet maintained by the purpose of advertising a plot or home for sale. This restriction shall not apply to any sign or signs erected by the developer for the purpose for the advertising the subdivision.”

Except as hereby modified said Section XIII and all other provisions of said Declaration of Restrictions shall be and remain in full force and effect.

IN WITNESS WHEREAS, the undersigned proprietors have hereunto set their hands this 27th day of January, 1961

Attest: Georgia H. Langworthy, Secretary

MISSION REALTY, INC
By: A.C. Langworthy, President

LANGWORTHY DEVELOPMENT COMPANY, INC.

Attest: Georgia H. Langworthy, Secretary
State of Kansas,
Johnson County

By: A.C. Langworthy, President

BE IT REMEMBERED, That on this 27th day of January, 1961, before me, the undersigned, a notary public in and for the county and state aforesaid, came A.C. Langworthy, President of Mission Realty, Inc., and Langworthy Development Company, Inc., both corporations duly organized and existing under the laws of Kansas, and Georgia H. Langworthy, Secretary of each said corporations, who are personally known to me to be the same persons who executed the within and foregoing instrument of writing as president and secretary respectively, and the said A.C. Langworthy as president of each of said corporations duly acknowledged the execution of the same to be the acts of the said corporations and Georgia H. Langworthy as secretary of each of said corporations duly acknowledged the attestation of the same as such secretary for and on behalf of both of said corporations and that she affixed thereto the common seal of said corporations.

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

Jacquelyn Mitchell
Notary Public

My commission expires November 3, 1963