

**NOTTINGHAM BY THE
GREEN &
KNIGHTSBROOKE AT
NOTTINGHAM**

**FOR THE BOARD OF DIRECTORS AND
THE ARCHITECTURAL COMMITTEE
FOR PROPERTY IMPROVEMENT,
LANDSCAPING, & MAINTENANCE**

AND

ADMINISTRATIVE FUNCTIONS

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1.1 <u>Purpose of Guidelines.</u> The purpose of these Guidelines is to set out, both generally and specifically, the standards against which the Architectural Committee (the “Committee”) will carry out its mandate contained in the Nottingham by the Green and Knightsbrooke at Nottingham "Declaration of Restrictions" (collectively the "Restrictions") to maintain aesthetic harmony within the Nottingham by the Green/Knightsbrooke community through review of exterior improvements to, and landscaping of, the Homeowners' real property. These Guidelines have been developed and published under authority granted in the two "Homes Association Declarations" (collectively the "Declaration") for the community. [Decl. Art. III.1(k)]	1
1.2 <u>Conflict with Declaration or Restrictions.</u> These Guidelines cannot, of course, replace or amend the Restrictions, knowledge of which is legally imputed to all Homeowners. Thus, each homeowner within the Nottingham by the Green/Knightsbrooke community ("Owner") is responsible for abiding by all provisions of the Restrictions, and ignorance of those provisions is no excuse for non-compliance. In case of any conflict between the Restrictions and these Guidelines, the Restrictions shall govern, but only to the extent necessary to resolve the conflict. It is not a conflict for these Guidelines to be either or both more detailed or more restrictive than the Restrictions, provided only that the Guidelines provisions in question can be reasonably harmonized with the comparable provisions of the Restrictions.....	1
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2.1 <u>Organization of Committee.</u> The Committee is composed of no less than three members [Rest. §1(k)], no more than two of whom may be members of the Board	

of Directors. [Rest. §14(a)] No member may serve more than three consecutive 12-month terms. [Rest. §14(a)] The Committee normally meets once a month to consider Applications submitted to it since its last meeting. The date and time of the Committee's upcoming monthly meeting will be included in the Home Association's monthly newsletter. Notification of meetings may also be done through the Home Association's website.1

2.2 **Responsibility; Jurisdiction of Committee.**1

(a) The Committee's primary responsibility is to review Homeowners' Applications for property improvement for compliance with the requirements of the Restrictions (as amplified and clarified by these Guidelines) and to take or recommend such action(s) as it deems appropriate in the circumstances. In addition, the Committee is tasked with receiving, hearing and taking appropriate action upon complaints of non-compliance raised by Owners. In this regard, the Committee is not designed to be, nor is it willing to be, a "policeman" for the Nottingham/Knightsbrooke community. Thus, normally the Committee will not, on its own, pursue an Owner for an alleged infraction of these Guidelines and/or any portion of the Restrictions falling within the Committee's jurisdiction, except for a failure to obtain the Committee's pre-approval of a project as detailed below.1

(b) Instead, the Committee will normally only act upon the complaint of one or more Owners willing to identify themselves to the Committee in writing (but the Committee will do everything it reasonably can to protect the identity of any complainant(s) who ask that their identity not be publicly known). Any Owner, whether or not an immediate neighbor to the alleged non-compliance, is free to properly report a complaint to the Committee, which will then, in its sole discretion, decide on a course of action.2

(c) The Committee does not assume, and specifically disclaims, any responsibility for:2

2.3 **Authority for Guidelines.** These Guidelines were approved by a majority of the Board of Directors of the Homes Association (the "Board of Directors" or "Board") before publication and may be changed, modified, revoked or rescinded, in whole or in part, only by a majority of the Board of Directors.2

ARTICLE 3 THE APPLICATION PROCESS2

3.1 **What Projects Require Approval; The Basic Rule.**2

(a) Applications must be submitted to and approved by the Committee before the start of any project involving the original construction of, or any material change to, any or all of the items listed below, as well as any items similar to any one or more of them:2

(b) No construction, alteration or landscaping explicitly or impliedly covered by these Guidelines should be undertaken until the proposed work is approved by the Committee or, after appeal, by the Board of Directors. No waiver of the requirement of Committee and/or Board pre-approval shall be deemed effective unless it is in a specific writing, signed by the Committee Chair or the President of the Association, directed and

delivered to the Owner. For example, the Committee's failure to take any action to require correction of a non-complying construction, alteration or landscaping - no matter how long such failure may continue - shall not for any purpose be deemed or construed to be a waiver of the offending construction, alteration or landscaping, nor shall it be deemed or construed to serve as the pretext for a similar nonconforming improvement by the same Owner or by any other Owner or other person.3

(c) It is the Owner's responsibility to ensure that any construction, alteration or landscaping complies with all applicable ordinances, statutes, rules and regulations of the City of Overland Park, Kansas. Approval by the Committee or Board of any application for construction, alteration or landscaping in no way is a warranty or representation that such compliance has been achieved.3

3.2 **When to Submit Applications; Timeline for Approval.** The Committee will attempt to take every reasonable step to meet the reasonable time deadlines of Owners eager to begin projects properly submitted to the Committee for review, **but mere submission is the beginning, and not the end, of the process.**3

(a) An application is not deemed "Filed" with the Architectural Committee unless and until it comes into the actual possession of the Committee's Chairperson or his or her delegee(s). Once filed, an application will be deemed approved if the Committee has not acted on it within 35 business (i.e., non-holiday Monday-Friday) days after filing. [Rest. §14(b)].....3

(b) All notices or applications which are to be given hereunder shall be sufficiently given if hand delivered to a member of the Committee or sent by First Class United States Mail to: Attention Architectural Committee, Nottingham by the Green Area Homes Association, Inc., P.O. Box 25501, Overland Park, Kansas 66225-5501. All such notices shall be deemed given on the date hand delivered, or on the date deposited with the United States mail, as the case may be.3

(c) After an improvement-project application has been submitted by a homeowner, it is solely the homeowner's responsibility to confirm with the Committee's Chairperson that the Committee has received the project application (as set forth above) and that the Committee has favorably acted on it ***prior to commencement of the project.*** In other words, "silence" on the part of the Committee should not be taken to be approval.3

(d) This procedure is especially important in cases where the Owner knows or should know that the project applied for does not conform to these Guidelines.4

(e) The application process is intended to allow the Owner and the Committee to explore *ways* in which a non-conforming project may be made conforming, in a way which satisfies both the Owner and the Committee. Any type of a non-complying project without the Committee's prior approval may subject the Owner to sanctions (see Section 5.2 below).4

3.3 **Required Documentation for Applications.** The applicant must provide the Committee with adequate, correct information to allow the Committee to make an informed decision. At a minimum, this means that all applications for approval

and/or variance must be signed by at least one of the Owners of the affected real property and must be on a form which either is the one to be found in the Association's Newsletter or one substantially similar to it. (A copy of the application form is attached to these Guidelines.) Submission of an application to the Committee is a representation and warranty that what is described in the application is what actually will be built, painted, or landscaped, etc., as the case may be. Any material changes in a submission approved by the Committee must be resubmitted. Wherever applicable, the following documentation must be delivered with the Application:.....4

- (a) Name(s) and address of the applicant(s).....4
- (b) Description of the improvement or alteration - describe and/or sketch in detail the proposed improvement or alteration. In particular, be very specific about where on the lot the improvement/alteration will be located. Any contractors' plans should also be attached. If hand drawings are part of the submission, an indication should plainly be made as to whether the drawings are to scale or not.4
- (c) Where applicable, provide a list of all materials to be used. The type of wood, metal, etc., is what is important, rather than, for example, the specific dimensions of the material (e.g., natural cedar, wrought iron, rather than 1x2 board).....4
- (d) Where painting is involved, attach a reasonably sized swatch of each color to be used, also indicating where each color will be used. The specific paint manufacturer and the manufacturer's color number should be included with any application.4
- (e) Where the improvement involves or includes landscaping, the landscaping plans, along with the detailed specifics of the landscaping, must be attached.4

If an Owner is going to err, an Owner should do so on the side of submitting too much to the Committee, rather than too little, since the latter will only delay your project. If an Owner has any doubt as to whether or not a project requires Committee pre-approval, an Owner should err on the side of submitting it, rather than not. Ignorance of the need to submit will not be an excuse for non-complying projects and the possible sanctions associated with them.4

3.4 **Committee Review Process.** The Committee will normally meet in the Clubhouse one evening per month (currently the last Thursday) to review applications it has received since its last meeting. Although it is not necessary for the applicant to appear in person, the applicant may do so. Any in-person applications will be heard after the Committee's regular business of reviewing written applications and considering other matters has been completed, unless other arrangements have been made with the Committee Chair prior to the meeting.....4

- (a) If an application concerns that rare matter which cannot reasonably wait until the next scheduled Committee meeting, bring that fact to the personal attention of the Chair by establishing telephone or e-mail contact with him or her. The Chair may, in the Chair's sole discretion, attempt to poll the

- members by phone or e-mail, but any committee member may request that the item be addressed at a meeting.5
- (b) A decision of the Committee requires a vote of at least a majority of a quorum of the full Committee. If the members voting to decide the issue do not constitute at least a quorum of the full Committee, the vote of those members in attendance shall be duly noted in the Minutes, but no final decision can be rendered until a majority vote of a quorum of the full Committee is obtained. The absent members may be polled by telephone or e-mail if they consent, and their vote recorded by the Committee Chair. If the vote of the absent members and that of the members present at the last meeting is at least a majority of the full Committee, the issue will be decided; if not, the issue will be tabled until the next meeting of the Committee. The Committee will inform the applicant in writing of its decision (but telephonic or e-mail confirmation of a favorable decision is sufficient to let the project begin). [Rest. §14(b)].....5
- (c) The Committee's options are to approve, conditionally approve, disapprove or disapprove with conditions which would, if met result in approval. The Committee will indicate its reason(s) for any disapproval. The applicant is responsible for preserving a copy of the Committee's written decision, whenever it was rendered and whether it was favorable or unfavorable.5

3.5 **Parameters for the Committee's Review and Decision**.5

- (a) In making its decision on an application - as stated in the subdivisions' Restrictions - the Committee may consider any and all aspects and factors "that the individual members of the Committee, in their individual, collective and absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics" of the Nottingham and Knightsbrooke subdivisions. [Rest. §14(b)] An application declined by one year's make-up of the Committee may never again be submitted to a succeeding years Committee, unless it is substantially modified and the fact and details of the previous submission are called to the Committee's attention. This is intended to ensure continuity and consistency and to avoid capricious and/or ill-informed decisions. In order to carry out its mandate, and for the convenience of applicants, the Committee, subject to approval of the Board, will publish and update these Guidelines from time to time. The Guidelines cannot be inconsistent with any specific provision(s) of the Restrictions, but need otherwise only be consistent with the Committee's "all aspects and factors" mandate stated above and may be as inclusive as the Committee thinks is consistent with its mandate.5
- (b) With publication and distribution of these Guidelines, the Committee (and the Board) expects that applications will normally be for improvements or landscaping projects which fall within - rather than outside -the Guidelines. Those presumably few applications which either the Owner, the Committee or both determine do not fit this pattern will be subject to the Appeal Process set forth in Section 3.6 below.....5

- 3.6 **Appeal Process.** Any applicant or other person dissatisfied with a Committee decision may, as a matter of right, appeal it to the Board if the appeal is in writing and filed with a Board member within seven days of the Committee's decision. In making its decision, the Board - as recited in the Restrictions - may consider any and all aspects and factors that the individual members of the Board, in their individual, collective and absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Nottingham and Knightsbrooke subdivisions. The Board's decision on an appeal from a decision of the Architectural Committee is final and binding on all parties. [Rest. §14(d)].....6
- 3.7 **No liability for Approval or Disapproval.** Neither the members of the Architectural Committee nor the members of the Board shall be personally liable to any person or entity for any approval, disapproval or failure to approve any matter submitted for approval to the Committee and/or, on appeal, to the Board...6

ARTICLE 4 ALTERATION REQUIREMENTS and restrictions.....6

- 4.1 **Building Additions, Modifications and Reconstruction.**6
 - (a) All additions, modifications and reconstruction of a structure must be of similar or compatible style and materials as the existing (or pre-existing) structure, and shall be in essential harmony with the properties across the street from, adjoining and contiguous to the applicant's property.6
 - (b) All additions, modifications and reconstruction must comply with the architectural standards contained in Section 3 and elsewhere in the Restrictions. By way of example and not limitation, the exterior walls of all residences and appurtenances (e.g., garages and screened in decks) must be of stucco, stucco board, brick, stone, wood shingles, wood siding, wood paneling, plate glass, glass block and any combination of any or all of these, but in no case can aluminum or vinyl siding be used. [Rest. §3] In addition to the architectural standards in the Restrictions, all additions, etc., must comply with these Guidelines.6
- 4.2 **Accessory Buildings, Detached Structures and the "Restricted Visibility Area".**6
 - (a) The only accessory (i.e., not attached to the residence) buildings permitted are gazebos, greenhouses and doghouses. It is absolutely forbidden for any exterior structure to ever be placed, erected or used for storage, business, professional, trade or commercial purposes. [Rest. §9].....6
 - (b) There is a balance to be struck between permissible accessory buildings and detached structures, which can obviously add to the pleasure and convenience of property owners, and the pleasing vistas of residences and green space available to those walking or driving the streets of Nottingham by the Green and Knightsbrooke at Nottingham (collectively the "Subdivision"). That balance can best be struck if all accessory buildings and detached structures are restricted to being entirely within the area bounded by the imaginary line extending from each side-foundation building line to the rear of the property, as indicated in the diagram below. [See Rest. §8(b)]6
- 4.3 **Specific Requirements & Restrictions for Certain Structures.**7

- (a) Gazebos. Gazebos must be roofed and either all open or all screened on the sides and must be of natural-wood color or match the predominant color of the residence. Gazebos must not exceed 15 feet in diameter. Gazebos and greenhouses must be permanently attached to the ground and must be entirely within the Restricted Visibility Area and can be no closer than 10 feet from the rear property line.7
- (b) Outside Doghouses. Outside doghouses must be in the rear yard, within the Restricted Visibility Area and up against or within two feet of the residence. Doghouses must be of wood construction, and shall either be natural-wood color or the predominant color of the residence. Where appropriate, a doghouse shall have a roof which is compatible with the residence roof. No other outside animal shelters of any kind whatsoever are permitted and no dog runs are allowed. [Rest. §8(b)(v)]7
- (c) Masonry or Stone Barbecues. Masonry or stone barbecues must be entirely within the Restricted Visibility Area and placed as near to the back of the residence as is reasonable under the circumstances. Smaller barbecues may be placed on the rear deck (but not on any side deck) and may be permanently bolted to the deck or portable. Smaller barbecues may also be placed on cement slab adjacent to the rear deck and entirely within the Restricted Visibility Area. In no case may a barbecue be even temporarily sited on grass or other landscaped area.8
- (d) Decorative Fountains or Waterfalls. Decorative fountains or waterfalls are permitted, provided that permanent (i.e., non portable) fountains or waterfalls must be either in the front of the residence or entirely within the Restricted Visibility Area and whatever noise or other sounds they generate must be sufficiently subdued so as not to be a nuisance to immediate neighbors. Fountain or waterfall machinery should not be run before 9:00 AM nor after 10:00 PM.8
- (e) Pools or Spas. No aboveground pools are allowed. Aboveground spas are permitted, provided that their exterior is made entirely of cedar, comparable wood or other materials approved by the Committee. Above ground spas must be either natural-wood color or the predominant color of the residence. All in-ground swimming pools must have adequate decking that is compatible with the neighborhood. All pools must be fenced to comply with applicable Overland Park and/or Johnson County ordinances as well as with the fence provisions of these Guidelines. From at least October 1 through May 1 pools must be covered with a permanent, fitted pool cover. All pools and spas must be entirely within the Restricted Visibility Area. [Rest. §8(b)(iv)]8
- (f) Decks and Patios. Decks and patios must be attached to the residence and must have proper footings. Decks may be entered from either the ground or first-floor level. Decks must be constructed of pressure-treated pine, cedar or other materials approved by the Committee. Decks are preferably natural-wood color or wood-stained, but with approval of the Committee may also be painted in a subdued color which complements the house color and does not clash with either the house or with the decks of

- adjacent residences. Patios must be within the Restricted Visibility Area and be of materials and colors as approved by the Committee.....8
- (g) **Play Structures.** Play structures including but not limited to jungle gyms, swing sets, play houses, tree houses, play courts, sand boxes and trampolines, whether fixed or moveable, must be entirely within the Restricted Visibility Area and must be at least 10 feet from the rear property line. All play structures must be made of wood, either natural-color or the predominant color of the residence; however, completely portable trampolines may be made of neutral-colored metal or plastic and completely portable "kiddie" pools may be made of vinyl or similar material. [Rest. §8(iii)].....8
- (h) **Basketball Goals.** Basketball goals must be freestanding and not attached to the residence. Backboards and poles must be aesthetically pleasing as approved by the Committee. Only one basketball goal is permitted per lot. No single-use basketball court is permitted (that is, any "court" must also serve as a driveway or fall within the rules of a patio as set forth above). [Rest. §8(ii)].....8
- (i) **Satellite dishes/Antennas.** Satellite dishes, as well as TV, radio or other antennas or any other unsightly projection cannot be attached to the exterior of any residence or other permitted exterior structure or erected on any part of the property. However, one satellite dish, no more than 18 inches in diameter, may be placed, as innocuously as possible, under the side or back eaves of the residence (but not attached to the front wall or eaves of the residence). [Rest. §9(h)].....9
- 4.4 **Roofs.** Any replacement of a roof with a pitch of three inches or more per foot must employ one or more of the types of materials set forth on Appendix A, attached hereto and made a part hereof or other materials approved by the Committee. The Subdivision's clear preference is that roofs with a pitch of three inches or more per foot must be covered with wood shingles or wood shakes. The Committee may amend and modify Appendix A at any regularly scheduled meeting. [Rest. §3].....9
- 4.5 **Exterior Paint/Color Scheme.** No permission shall be required for exterior repainting, provided that the repaint is materially the same color and texture as the original. Otherwise, all exterior repainting requires Committee approval. In any event, all exterior-paint schemes must be muted or subdued, and "starkness", no matter what the color, is to be avoided. Exterior-paint schemes which, to a reasonable person, would be regarded as "sticking out," rather than pleasantly blending in with the neighbors' exterior-paint schemes will not be approved. Adjacent and opposite-facing residences should not have identical exterior-paint schemes; the overall goal is to have complementary exterior-paint schemes while also providing variety and respite from dull repetition. [Rest. §5(b)]9
- 4.6 **Fences, Boundary Walls and Privacy Screens.** [Rest. §8(b)(i)].....9
- (a) All fences, boundary walls and privacy screens must be ornamental and must not disfigure either the property or the neighborhood. All fences and non-vegetative privacy screens must be constructed with the finished side out and must be constructed of cedar wood, wrought iron, anodized

aluminum or such other ornamental materials as may be approved by the Committee.....9

- (b) The preferred "state" of the neighborhood is no fences or privacy screens, so that all homeowners can enjoy the maximum vistas of greenspace. The preferred materials for fences are wrought iron or anodized aluminum (because they are "slatted" and don't entirely break-up the vista). If fences already exist on one of more sides of a property, the owner of that property may only build a fence which is of the same material as the already existing side(s). And, if one or more already existing sides has a wrought iron or anodized aluminum fence, the "connecting-up" homeowner must erect a wrought iron or anodized aluminum fence for the connecting side(s), even if one or more of the existing sides is cedar or other non- wrought-iron, non-anodized-aluminum approved material.....9
- (c) The Subdivision "standard" fence, boundary wall and/or privacy screen height is four feet. In no event may the fence, boundary wall or privacy screen be higher than five feet. Where the neighboring lot on one or more sides of a property is already fenced, wall-bounded or privacy-screened, the Owner of that property must make every reasonable effort to have the side(s) of her fence, etc., of the same height(s) as the pre-existing, connecting-up side(s), whether or not the pre-existing sides actually touch those of the new fence, etc. However, if a neighboring fence, etc., is of a non-conforming height, that fact will not permit the Owner of the proposed new fence, etc., to also violate the height limit. The Committee will consider conforming height-to-height disparities where all of the relevant circumstances warrant such disparity.9
- (d) No fence, boundary wall or privacy screen may be constructed or maintained on any Lot nearer to the street than the rear corners of the residence, and if the rear corners are irregular, so must the fence be. In this connection tear corners of the residence" means: (i) the rear most (from the street) corners of the residence if the sides of the residence are "regular" (i.e., straight, from front to back); or (ii) the rear most corner of any projection (e.g., a garage) from the otherwise "regular" side(s) of the residence which is/are closer to the street than the rearmost corner of the residence would otherwise be. In the latter case, the points where the fence touches the residence may very well not be equidistant from the street. No fence or boundary wall may be constructed or maintained on any Lot more than one foot from the property line of the Lot, except as necessary to connect to the residence.10

- 4.7 **Driveways.** Driveways cannot be altered in area, shape, color and/or material from the originally installed driveway without the prior written approval of the Committee. No "pad," for additional vehicle parking or any other reason, may be constructed, whether adjacent to the driveway or otherwise. [Rest. §§ 5(b) & 8(a)]10
- 4.8 **Landscaping.** Individual-lot landscaping is a major and integral component of the overall "look" of the community and one of the major contributors to the perceived and actual-market value of every residence. These landscaping

	guidelines are intended to complement the common-area landscaping which is administered by the Landscape Committee. [Rest. §11]	10
(a)	Every owner shall properly maintain his Lot in a neat, clean and orderly fashion, including, but not limited to, the Lot's landscaping.	10
(b)	All Lots must be fully sodded and must remain landscaped to the same standards and degree as other Lots in the Subdivision, with particular emphasis given to the standards and degree of the landscaping of Lots adjacent to and across from the Lot in question.	10
(c)	<u>Grass</u> . The variety of grass selected shall be compatible with the growing and climate conditions of Johnson County, Kansas. In no event may zoysia grass be used. Grass at all times should be no higher than four inches.	10
(d)	<u>Trees</u> . No tree may be removed from any Lot without the express, prior written consent of the Committee, which will not be unreasonably withheld and which will be automatic in the case of a tree which is hopelessly diseased and/or disfigured.....	10
(e)	<u>Weeds</u> . Each Owner is responsible for maintaining all parts of their lot substantially free of weeds and other noxious substances at all times.	10
(f)	<u>Leaves</u> . Each Owner is responsible for keeping his lot reasonably free of leaves at all times, and especially in autumn.	10
(g)	<u>Add-On Landscaping</u> . After the original installation of landscaping, any material change and/or addition to that landscaping must receive the prior, written approval of the Committee. In general, the Association recognizes the addition to value as well as the aesthetic joy which beautiful landscaping can bring. With that in mind, the Committee will generally approve any add-on landscaping which is consistent with the overall scheme of Lot-landscaping in the Subdivision and which is perceived to be harmonious and eye pleasing. However, even well intentioned and expensive landscaping can lead to out-of-place excess, and the Committee reserves the right to disapprove what it reasonably concludes will be "over-landscaping".....	11
4.9	<u>Vegetable Gardens</u> . May not exceed 100 square feet in size and must be entirely with the Restricted Visibility Area.	11
4.10	<u>Signs</u> . [Rest. §9(q)] No sign, advertisement or billboard can be erected or maintained on any Lot except that:.....	11
(a)	One sign, not more than 3 feet high or 3 feet wide and not more than a total of 5 square feet, may be maintained offering the residence for sale or lease;	11
(b)	One garage-sale sign of the same dimensions as above is permitted on the Lot 24 hours prior to the sale, during the sale and no more than 24 hours after it is over,	11
(c)	One political sign of the same dimensions as above per candidate or issue may be maintained on the Lot from 3 weeks before the election to 24 hours after it.	11
4.11	<u>Seasonal Decorative Lighting</u> . Seasonal exterior decorative lighting on either or both the residence and adjacent trees or bushes to commemorate Christmas or	

Chanukah is permitted; provided, however, that the lighting should not be in place and/or lit prior to each November 1 and should be removed no later than the following March 1. Light displays which could reasonably be described as gaudy and/or ostentatious are not permitted.....11

ARTICLE 5 ENFORCEMENT and SANCTIONS11

5.1 **Role of Committee**.....11

- (a) As noted elsewhere in these Guidelines, the Committee neither is nor wants to be the Association's "policeman". The Restrictions are a matter of public record and these Guidelines will be distributed to each current and future Owner. Thus, the Board of Directors and the Committee expect that current and future Owners will voluntarily comply with the Restrictions and these Guidelines, both because compliance is required and because all Owners have a substantial economic interest in the continued upkeep and improvement of the Subdivision.....11
- (b) However, whether because of real or asserted ignorance or simple defiance and non-conformity, the reality is that there always will be instances of non-compliance, both inadvertent and willful. While both are inexcusable, the latter is by far the most objectionable and will be treated that way.....11

5.2 **Sanctions**. Listed below, in generally ascending order of "seriousness" are the steps the Committee is prepared to take in the face of non-compliance. In order to promote harmony throughout the Subdivision, except as set forth below, the Committee will do everything it reasonably can to protect the identity of any Owner subject to a sanction. It is anticipated that this confidentiality will promote compliance and harmony in the Subdivision.....12

- (a) **Non-Compliance Letter**. When an instance of alleged non-compliance is properly brought to the Committee's attention (that is, by the complaining Owner(s) identifying him/her/themselves to the Committee or its Chair in a reasonably specific, descriptive letter, subject to the Committee's attempt to keep the Owner confidential as set forth in Section 2.2(a) above) the Committee will promptly investigate the matter. If the Committee agrees there is an instance of non-compliance, a letter specifying the non-compliance will be mailed to the "offending" Owner at his residence. If the noncompliance letter does not result in compliance, the Committee is free to consider and pursue other means of achieving or compelling compliance.12
- (b) **Imposition of Fines**. As permitted by both the Association's Bylaws and Declaration, the Board is empowered to institute a series of monetary fines, reasonably scaled to the magnitude and nature of the breach. When assessed, the fine will either be a lien against the "offending" property or will be personal to the "offending" Owner, as appropriate. In the latter case, if a majority of the Board of Directors is in favor, the Association will bring a small claims or other legal action against the "offending" Owner. [Decl. Art. III.1. & Art. V].....12
- (c) **Breach-of-Covenant Lien**. In an appropriate case, and with the consent of a majority of the Board of Directors, the Committee may instruct counsel

retained by the Association to follow-up the Committee's non-compliance letter with a non-compliance letter from counsel. If that letter fails to achieve its purpose, with the approval of a majority of the Board the Committee may instruct counsel to record a breach-of-covenant lien against the "offending" property. [Decl. Art. VI]12

- (d) Publication in the Association's Monthly Newsletter. In an appropriate case, and with the approval of a majority of the Board of Directors, the Committee will request the editor of the Association's Monthly Newsletter to include an appropriately specific article about the breach in at least one issue of the Newsletter.12
- (e) Other. The Committee - with the approval of a majority of the Board - reserves the right to take any and all other steps it deems appropriate in the circumstances.12

ARTICLE 6 Board policy on payment of association dues.....12

- 6.1 **Purpose**. The Board of Directors has adopted the following policy to clarify and enforce payments of Association fees. This was due in part to the disparity in how and when dues were paid by Owners, but also to make sure all Owners understand the penalties associated with not paying on time. Most importantly, the policy is intended to insure fairness for all Owners. It is not the Board of Directors' intention to make this a financial consideration, but rather, is an attempt to recognize the importance for all Owners to follow the bylaws of the Association.12
- 6.2 **Policy**. The following payment policy has been put into effect for 2004:13
 - (a) The Association fees are due and payable on the first of every year and are late if they are not paid by January 31st of any given year. Billing notification will be given on or around the first of January.13
 - (b) If an Owner's dues are not paid up by March 31st of any year, then a penalty will be assessed. The penalty to be assessed is the equivalent of 10% of the dues, but only applied for each month that the dues are late. Thus, if a bill is unpaid by March 31st, on April 1st, the offending member will be assessed 3/12 of the penalty.....13
 - (c) If an Owner's dues are unpaid as of June 30th of any year, another 3/12 of the penalty amount will be assessed to his/her account, and a lien will be placed on the Owner's property. The offending Owner must then bring his/her account current with the Association in order to have the lien removed.13
 - (d) Also, in accordance with our bylaws, should it become necessary to engage the services of an attorney to collect any assessment, including court costs and reasonable attorneys' fees, those costs and fees, shall be added to the assessment being collected in addition to the lien on said property.13

ARTICLE 1 PURPOSE STATEMENT

1.1 **Purpose of Guidelines.** The purpose of these Guidelines is to set out, both generally and specifically, the standards against which the Architectural Committee (the "Committee") will carry out its mandate contained in the Nottingham by the Green and Knightsbrooke at Nottingham "Declaration of Restrictions" (collectively the "Restrictions") to maintain aesthetic harmony within the Nottingham by the Green/Knightsbrooke community through review of exterior improvements to, and landscaping of, the Homeowners' real property. These Guidelines have been developed and published under authority granted in the two "Homes Association Declarations" (collectively the "Declaration") for the community. [Decl. Art. III.1(k)]

1.2 **Conflict with Declaration or Restrictions.** These Guidelines cannot, of course, replace or amend the Restrictions, knowledge of which is legally imputed to all Homeowners. Thus, each homeowner within the Nottingham by the Green/Knightsbrooke community ("Owner") is responsible for abiding by all provisions of the Restrictions, and ignorance of those provisions is no excuse for non-compliance. In case of any conflict between the Restrictions and these Guidelines, the Restrictions shall govern, but only to the extent necessary to resolve the conflict. It is not a conflict for these Guidelines to be either or both more detailed or more restrictive than the Restrictions, provided only that the Guidelines provisions in question can be reasonably harmonized with the comparable provisions of the Restrictions.

ARTICLE 2 ORGANIZATION, RESPONSIBILITY AND JURISDICTION

2.1 **Organization of Committee.** The Committee is composed of no less than three members [Rest. §1(k)], no more than two of whom may be members of the Board of Directors. [Rest. §14(a)] No member may serve more than three consecutive 12-month terms. [Rest. §14(a)] The Committee normally meets once a month to consider Applications submitted to it since its last meeting. The date and time of the Committee's upcoming monthly meeting will be included in the Home Association's monthly newsletter. Notification of meetings may also be done through the Home Association's website.

2.2 **Responsibility; Jurisdiction of Committee.**

(a) The Committee's primary responsibility is to review Homeowners' Applications for property improvement for compliance with the requirements of the Restrictions (as amplified and clarified by these Guidelines) and to take or recommend such action(s) as it deems appropriate in the circumstances. In addition, the Committee is tasked with receiving, hearing and taking appropriate action upon complaints of non-compliance raised by Owners. In this regard, the Committee is not designed to be, nor is it willing to be, a "policeman" for the Nottingham/Knightsbrooke community. Thus, normally the Committee will not, on its own, pursue an Owner for an alleged infraction of these Guidelines and/or any portion of the Restrictions falling within the Committee's jurisdiction, except for a failure to obtain the Committee's pre-approval of a project as detailed below.

(b) Instead, the Committee will normally only act upon the complaint of one or more Owners willing to identify themselves to the Committee in writing (but the Committee will do everything it reasonably can to protect the identity of any complainant(s) who ask that their identity not be publicly known). Any Owner, whether or not an immediate neighbor to the alleged non-compliance, is free to properly report a complaint to the Committee, which will then, in its sole discretion, decide on a course of action.

(c) The Committee does not assume, and specifically disclaims, any responsibility for:

- (i) soil erosion of other unstable soil conditions
- (ii) compliance with governmental laws, regulations, codes or ordinances
- (iii) performance or quality of work *by any* contractor or sub-contractor
- (iv) structural adequacy or safety of any proposed improvement, approved or not
- (v) any sidewalks, paths, or other improvements located in the right of way owned by the City of Overland Park, Kansas
- (vi) any other circumstance not specifically stated in the Declaration of Restrictions.

2.3 **Authority for Guidelines.** These Guidelines were approved by a majority of the Board of Directors of the Homes Association (the “Board of Directors” or “Board”) before publication and may be changed, modified, revoked or rescinded, in whole or in part, only by a majority of the Board of Directors.

ARTICLE 3 THE APPLICATION PROCESS

3.1 What Projects Require Approval; The Basic Rule.

(a) Applications must be submitted to and approved by the Committee before the start of any project involving the original construction of, or any material change to, any or all of the items listed below, as well as any items similar to any one or more of them:

- Exterior paint color-scheme (except changes from original or last previously approved color)
- Deck
- Greenhouse or gazebo
- Fence, privacy screen or boundary wall
- Basketball goal or court
- Patio and/or patio enclosure
- Swimming pool and/or spa-hot tub
- Landscaping modifications
- Swing set or Trampoline
- Mini-Satellite dish
- Sand box, playhouse or tree house
- Exterior changes to a residence or

- Tennis or paddle tennis court
- Room addition
- Doghouse

- other structure (including, but not limited to any private sidewalk or paths located on an Owner's property)
- Vegetable garden

(b) No construction, alteration or landscaping explicitly or impliedly covered by these Guidelines should be undertaken until the proposed work is approved by the Committee or, after appeal, by the Board of Directors. No waiver of the requirement of Committee and/or Board pre-approval shall be deemed effective unless it is in a specific writing, signed by the Committee Chair or the President of the Association, directed and delivered to the Owner. For example, the Committee's failure to take any action to require correction of a non-complying construction, alteration or landscaping - no matter how long such failure may continue - shall not for any purpose be deemed or construed to be a waiver of the offending construction, alteration or landscaping, nor shall it be deemed or construed to serve as the pretext for a similar nonconforming improvement by the same Owner or by any other Owner or other person.

(c) It is the Owner's responsibility to ensure that any construction, alteration or landscaping complies with all applicable ordinances, statutes, rules and regulations of the City of Overland Park, Kansas. Approval by the Committee or Board of any application for construction, alteration or landscaping in no way is a warranty or representation that such compliance has been achieved.

3.2 **When to Submit Applications; Timeline for Approval.** The Committee will attempt to take every reasonable step to meet the reasonable time deadlines of Owners eager to begin projects properly submitted to the Committee for review, **but mere submission is the beginning, and not the end, of the process.**

(a) An application is not deemed "Filed" with the Architectural Committee unless and until it comes into the actual possession of the Committee's Chairperson or his or her delegee(s). Once filed, an application will be deemed approved if the Committee has not acted on it within 35 business (i.e., non-holiday Monday-Friday) days after filing. [Rest. §14(b)]

(b) All notices or applications which are to be given hereunder shall be sufficiently given if hand delivered to a member of the Committee or sent by First Class United States Mail to: Attention Architectural Committee, Nottingham by the Green Area Homes Association, Inc., P.O. Box 25501, Overland Park, Kansas 66225-5501. All such notices shall be deemed given on the date hand delivered, or on the date deposited with the United States mail, as the case may be.

(c) After an improvement-project application has been submitted by a homeowner, it is solely the homeowner's responsibility to confirm with the Committee's Chairperson that the Committee has received the project application (as set forth above) and that the Committee has favorably acted on it prior to commencement of the project. In other words, "silence" on the part of the Committee should not be taken to be approval.

(d) This procedure is especially important in cases where the Owner knows or should know that the project applied for does not conform to these Guidelines.

(e) The application process is intended to allow the Owner and the Committee to explore *ways* in which a non-conforming project may be made conforming, in a way which satisfies both the Owner and the Committee. Any type of a non-complying project without the Committee's prior approval may subject the Owner to sanctions (see Section 5.2 below).

3.3 **Required Documentation for Applications.** The applicant must provide the Committee with adequate, correct information to allow the Committee to make an informed decision. At a minimum, this means that all applications for approval and/or variance must be signed by at least one of the Owners of the affected real property and must be on a form which either is the one to be found in the Association's Newsletter or one substantially similar to it. (A copy of the application form is attached to these Guidelines.) Submission of an application to the Committee is a representation and warranty that what is described in the application is what actually will be built, painted, or landscaped, etc., as the case may be. Any material changes in a submission approved by the Committee must be resubmitted. Wherever applicable, the following documentation must be delivered with the Application:

(a) Name(s) and address of the applicant(s).

(b) Description of the improvement or alteration - describe and/or sketch in detail the proposed improvement or alteration. In particular, be very specific about where on the lot the improvement/alteration will be located. Any contractors' plans should also be attached. If hand drawings are part of the submission, an indication should plainly be made as to whether the drawings are to scale or not.

(c) Where applicable, provide a list of all materials to be used. The type of wood, metal, etc., is what is important, rather than, for example, the specific dimensions of the material (e.g., natural cedar, wrought iron, rather than 1x2 board)

(d) Where painting is involved, attach a reasonably sized swatch of each color to be used, also indicating where each color will be used. The specific paint manufacturer and the manufacturer's color number should be included with any application.

(e) Where the improvement involves or includes landscaping, the landscaping plans, along with the detailed specifics of the landscaping, must be attached.

If an Owner is going to err, an Owner should do so on the side of submitting too much to the Committee, rather than too little, since the latter will only delay your project. If an Owner has any doubt as to whether or not a project requires Committee pre-approval, an Owner should err on the side of submitting it, rather than not. Ignorance of the need to submit will not be an excuse for non-complying projects and the possible sanctions associated with them.

3.4 **Committee Review Process.** The Committee will normally meet in the Clubhouse one evening per month (currently the last Thursday) to review applications it has received since its last meeting. Although it is not necessary for the applicant to appear in person,

the applicant may do so. Any in-person applications will be heard after the Committee's regular business of reviewing written applications and considering other matters has been completed, unless other arrangements have been made with the Committee Chair prior to the meeting.

(a) If an application concerns that rare matter which cannot reasonably wait until the next scheduled Committee meeting, bring that fact to the personal attention of the Chair by establishing telephone or e-mail contact with him or her. The Chair may, in the Chair's sole discretion, attempt to poll the members by phone or e-mail, but any committee member may request that the item be addressed at a meeting.

(b) A decision of the Committee requires a vote of at least a majority of a quorum of the full Committee. If the members voting to decide the issue do not constitute at least a quorum of the full Committee, the vote of those members in attendance shall be duly noted in the Minutes, but no final decision can be rendered until a majority vote of a quorum of the full Committee is obtained. The absent members may be polled by telephone or e-mail if they consent, and their vote recorded by the Committee Chair. If the vote of the absent members and that of the members present at the last meeting is at least a majority of the full Committee, the issue will be decided; if not, the issue will be tabled until the next meeting of the Committee. The Committee will inform the applicant in writing of its decision (but telephonic or e-mail confirmation of a favorable decision is sufficient to let the project begin). [Rest. §14(b)]

(c) The Committee's options are to approve, conditionally approve, disapprove or disapprove with conditions which would, if met result in approval. The Committee will indicate its reason(s) for any disapproval. The applicant is responsible for preserving a copy of the Committee's written decision, whenever it was rendered and whether it was favorable or unfavorable.

3.5 **Parameters for the Committee's Review and Decision.**

(a) In making its decision on an application - as stated in the subdivisions' Restrictions - the Committee may consider any and all aspects and factors "that the individual members of the Committee, in their individual, collective and absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics" of the Nottingham and Knightsbrooke subdivisions. [Rest. §14(b)] An application declined by one year's make-up of the Committee may never again be submitted to a succeeding years Committee, unless it is substantially modified and the fact and details of the previous submission are called to the Committee's attention. This is intended to ensure continuity and consistency and to avoid capricious and/or ill-informed decisions. In order to carry out its mandate, and for the convenience of applicants, the Committee, subject to approval of the Board, will publish and update these Guidelines from time to time. The Guidelines cannot be inconsistent with any specific provision(s) of the Restrictions, but need otherwise only be consistent with the Committee's "all aspects and factors" mandate stated above and may be as inclusive as the Committee thinks is consistent with its mandate.

(b) With publication and distribution of these Guidelines, the Committee (and the Board) expects that applications will normally be for improvements or landscaping projects which fall within - rather than outside -the Guidelines. Those presumably few

applications which either the Owner, the Committee or both determine do not fit this pattern will be subject to the Appeal Process set forth in Section 3.6 below.

3.6 **Appeal Process.** Any applicant or other person dissatisfied with a Committee decision may, as a matter of right, appeal it to the Board if the appeal is in writing and filed with a Board member within seven days of the Committee's decision. In making its decision, the Board - as recited in the Restrictions - may consider any and all aspects and factors that the individual members of the Board, in their individual, collective and absolute discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the Nottingham and Knightsbrooke subdivisions. The Board's decision on an appeal from a decision of the Architectural Committee is final and binding on all parties. [Rest. §14(d)]

3.7 **No liability for Approval or Disapproval.** Neither the members of the Architectural Committee nor the members of the Board shall be personally liable to any person or entity for any approval, disapproval or failure to approve any matter submitted for approval to the Committee and/or, on appeal, to the Board.

ARTICLE 4 ALTERATION REQUIREMENTS AND RESTRICTIONS

4.1 Building Additions, Modifications and Reconstruction.

(a) All additions, modifications and reconstruction of a structure must be of similar or compatible style and materials as the existing (or pre-existing) structure, and shall be in essential harmony with the properties across the street from, adjoining and contiguous to the applicant's property.

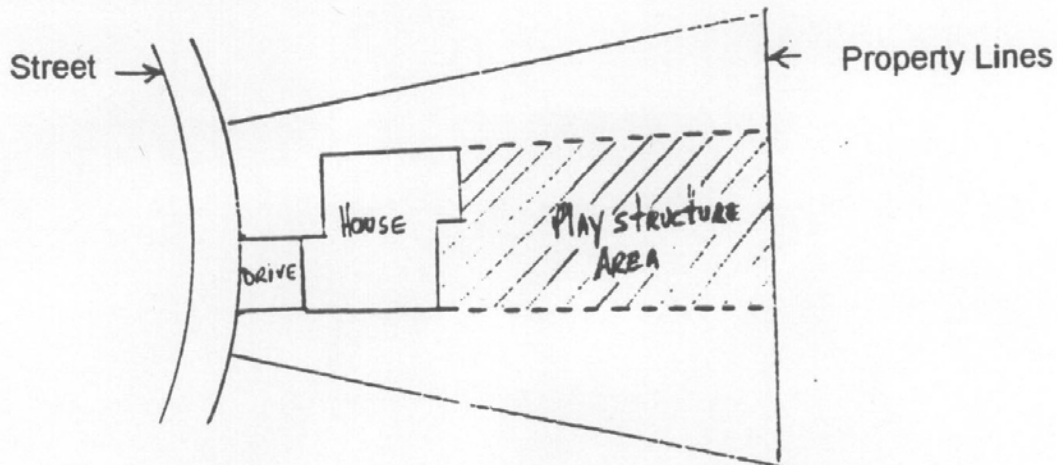
(b) All additions, modifications and reconstruction must comply with the architectural standards contained in Section 3 and elsewhere in the Restrictions. By way of example and not limitation, the exterior walls of all residences and appurtenances (e.g., garages and screened in decks) must be of stucco, stucco board, brick, stone, wood shingles, wood siding, wood paneling, plate glass, glass block and any combination of any or all of these, but in no case can aluminum or vinyl siding be used. [Rest. §3] In addition to the architectural standards in the Restrictions, all additions, etc., must comply with these Guidelines.

4.2 Accessory Buildings, Detached Structures and the "Restricted Visibility Area".

(a) The only accessory (i.e., not attached to the residence) buildings permitted are gazebos, greenhouses and doghouses. It is absolutely forbidden for any exterior structure to ever be placed, erected or used for storage, business, professional, trade or commercial purposes. [Rest. §9]

(b) There is a balance to be struck between permissible accessory buildings and detached structures, which can obviously add to the pleasure and convenience of property owners, and the pleasing vistas of residences and green space available to those walking or driving the streets of Nottingham by the Green and Knightsbrooke at Nottingham (collectively the "Subdivision"). That balance can best be struck if all accessory buildings and detached

structures are restricted to being entirely within the area bounded by the imaginary line extending from each side-foundation building line to the rear of the property, as indicated in the diagram below. [See Rest. §8(b)]



This area is referred to as the "Restricted Visibility Area" in these Guidelines. The result is that, with the exceptions noted below, accessory buildings and detached structures are required to be located entirely within the Restricted Visibility Area. That way, they will be easily accessible to the property owner but will not be visible from the street directly in front of the residence, thus eliminating distractions from the vista. At its option, the Committee may permit exceptions to the Restricted-Visibility-Area requirements in the case of "corner lots" where the residence is set at a more-or-less 45-degree angle to the street and certain cul-de-sac lots where the requirement, even if met, would not result in the desired from-the-street invisibility. No exterior structure may stand with its exterior in any unfinished condition for longer than five months from the construction start-date.

4.3 Specific Requirements & Restrictions for Certain Structures.

(a) Gazebos. Gazebos must be roofed and either all open or all screened on the sides and must be of natural-wood color or match the predominant color of the residence. Gazebos must not exceed 15 feet in diameter. Gazebos and greenhouses must be permanently attached to the ground and must be entirely within the Restricted Visibility Area and can be no closer than 10 feet from the rear property line.

(b) Outside Doghouses. Outside doghouses must be in the rear yard, within the Restricted Visibility Area and up against or within two feet of the residence. Doghouses must be of wood construction, and shall either be natural-wood color or the predominant color of the residence. Where appropriate, a doghouse shall have a roof which is compatible with the residence roof. No other outside animal shelters of any kind whatsoever are permitted and no dog runs are allowed. [Rest. §8(b)(v)]

(c) Masonry or Stone Barbecues. Masonry or stone barbecues must be entirely within the Restricted Visibility Area and placed as near to the back of the residence as is reasonable under the circumstances. Smaller barbecues may be placed on the rear deck (but not on any side deck) and may be permanently bolted to the deck or portable. Smaller barbecues may also be placed on cement slab adjacent to the rear deck and entirely within the Restricted Visibility Area. In no case may a barbecue be even temporarily sited on grass or other landscaped area.

(d) Decorative Fountains or Waterfalls. Decorative fountains or waterfalls are permitted, provided that permanent (i.e., non portable) fountains or waterfalls must be either in the front of the residence or entirely within the Restricted Visibility Area and whatever noise or other sounds they generate must be sufficiently subdued so as not to be a nuisance to immediate neighbors. Fountain or waterfall machinery should not be run before 9:00 AM nor after 10:00 PM.

(e) Pools or Spas. No aboveground pools are allowed. Aboveground spas are permitted, provided that their exterior is made entirely of cedar, comparable wood or other materials approved by the Committee. Above ground spas must be either natural-wood color or the predominant color of the residence. All in-ground swimming pools must have adequate decking that is compatible with the neighborhood. All pools must be fenced to comply with applicable Overland Park and/or Johnson County ordinances as well as with the fence provisions of these Guidelines. From at least October 1 through May 1 pools must be covered with a permanent, fitted pool cover. All pools and spas must be entirely within the Restricted Visibility Area. [Rest. §8(b)(iv)]

(f) Decks and Patios. Decks and patios must be attached to the residence and must have proper footings. Decks may be entered from either the ground or first-floor level. Decks must be constructed of pressure-treated pine, cedar or other materials approved by the Committee. Decks are preferably natural-wood color or wood-stained, but with approval of the Committee may also be painted in a subdued color which complements the house color and does not clash with either the house or with the decks of adjacent residences. Patios must be within the Restricted Visibility Area and be of materials and colors as approved by the Committee.

(g) Play Structures. Play structures including but not limited to jungle gyms, swing sets, play houses, tree houses, play courts, sand boxes and trampolines, whether fixed or moveable, must be entirely within the Restricted Visibility Area and must be at least 10 feet from the rear property line. All play structures must be made of wood, either natural-color or the predominant color of the residence; however, completely portable trampolines may be made of neutral-colored metal or plastic and completely portable "kiddie" pools may be made of vinyl or similar material. [Rest. §8(iii)]

(h) Basketball Goals. Basketball goals must be freestanding and not attached to the residence. Backboards and poles must be aesthetically pleasing as approved by the Committee. Only one basketball goal is permitted per lot. No single-use basketball court is permitted (that is, any "court" must also serve as a driveway or fall within the rules of a patio as set forth above). [Rest. §8(ii)]

(i) **Satellite dishes/Antennas.** Satellite dishes, as well as TV, radio or other antennas or any other unsightly projection cannot be attached to the exterior of any residence or other permitted exterior structure or erected on any part of the property. However, one satellite dish, no more than 18 inches in diameter, may be placed, as innocuously as possible, under the side or back eaves of the residence (but not attached to the front wall or eaves of the residence). [Rest. §9(h)]

4.4 **Roofs.** Any replacement of a roof with a pitch of three inches or more per foot must employ one or more of the types of materials set forth on Appendix A, attached hereto and made a part hereof or other materials approved by the Committee. The Subdivision's clear preference is that roofs with a pitch of three inches or more per foot must be covered with wood shingles or wood shakes. The Committee may amend and modify Appendix A at any regularly scheduled meeting. [Rest. §3]

4.5 **Exterior Paint/Color Scheme.** No permission shall be required for exterior repainting, provided that the repaint is materially the same color and texture as the original. Otherwise, all exterior repainting requires Committee approval. In any event, all exterior-paint schemes must be muted or subdued, and "starkness", no matter what the color, is to be avoided. Exterior-paint schemes which, to a reasonable person, would be regarded as "sticking out," rather than pleasantly blending in with the neighbors' exterior-paint schemes will not be approved. Adjacent and opposite-facing residences should not have identical exterior-paint schemes; the overall goal is to have complementary exterior-paint schemes while also providing variety and respite from dull repetition. [Rest. §5(b)]

4.6 **Fences, Boundary Walls and Privacy Screens.** [Rest. §8(b)(i)]

(a) All fences, boundary walls and privacy screens must be ornamental and must not disfigure either the property or the neighborhood. All fences and non-vegetative privacy screens must be constructed with the finished side out and must be constructed of cedar wood, wrought iron, anodized aluminum or such other ornamental materials as may be approved by the Committee.

(b) The preferred "state" of the neighborhood is no fences or privacy screens, so that all homeowners can enjoy the maximum vistas of greenspace. The preferred materials for fences are wrought iron or anodized aluminum (because they are "slatted" and don't entirely break-up the vista). If fences already exist on one or more sides of a property, the owner of that property may only build a fence which is of the same material as the already existing side(s). And, if one or more already existing sides has a wrought iron or anodized aluminum fence, the "connecting-up" homeowner must erect a wrought iron or anodized aluminum fence for the connecting side(s), even if one or more of the existing sides is cedar or other non-wrought-iron, non-anodized-aluminum approved material.

(c) The Subdivision "standard" fence, boundary wall and/or privacy screen height is four feet. In no event may the fence, boundary wall or privacy screen be higher than five feet. Where the neighboring lot on one or more sides of a property is already fenced, wall-bounded or privacy-screened, the Owner of that property must make every reasonable effort to have the side(s) of her fence, etc., of the same height(s) as the pre-existing, connecting-up side(s), whether or not the pre-existing sides actually touch those of the new fence, etc. However,

if a neighboring fence, etc., is of a non-conforming height, that fact will not permit the Owner of the proposed new fence, etc., to also violate the height limit. The Committee will consider conforming height-to-height disparities where all of the relevant circumstances warrant such disparity.

(d) No fence, boundary wall or privacy screen may be constructed or maintained on any Lot nearer to the street than the rear corners of the residence, and if the rear corners are irregular, so must the fence be. In this connection rear corners of the residence" means: (i) the rear most (from the street) corners of the residence if the sides of the residence are "regular" (i.e., straight, from front to back); or (ii) the rear most corner of any projection (e.g., a garage) from the otherwise "regular" side(s) of the residence which is/are closer to the street than the rearmost corner of the residence would otherwise be. In the latter case, the points where the fence touches the residence may very well not be equidistant from the street. No fence or boundary wall may be constructed or maintained on any Lot more than one foot from the property line of the Lot, except as necessary to connect to the residence.

4.7 **Driveways.** Driveways cannot be altered in area, shape, color and/or material from the originally installed driveway without the prior written approval of the Committee. No "pad," for additional vehicle parking or any other reason, may be constructed, whether adjacent to the driveway or otherwise. [Rest. §§ 5(b) & 8(a)]

4.8 **Landscaping.** Individual-lot landscaping is a major and integral component of the overall "look" of the community and one of the major contributors to the perceived and actual-market value of every residence. These landscaping guidelines are intended to complement the common-area landscaping which is administered by the Landscape Committee. [Rest. §11]

(a) Every owner shall properly maintain his Lot in a neat, clean and orderly fashion, including, but not limited to, the Lot's landscaping.

(b) All Lots must be fully sodded and must remain landscaped to the same standards and degree as other Lots in the Subdivision, with particular emphasis given to the standards and degree of the landscaping of Lots adjacent to and across from the Lot in question.

(c) **Grass.** The variety of grass selected shall be compatible with the growing and climate conditions of Johnson County, Kansas. In no event may zoysia grass be used. Grass at all times should be no higher than four inches.

(d) **Trees.** No tree may be removed from any Lot without the express, prior written consent of the Committee, which will not be unreasonably withheld and which will be automatic in the case of a tree which is hopelessly diseased and/or disfigured.

(e) **Weeds.** Each Owner is responsible for maintaining all parts of their lot substantially free of weeds and other noxious substances at all times.

(f) **Leaves.** Each Owner is responsible for keeping his lot reasonably free of leaves at all times, and especially in autumn.

(g) **Add-On Landscaping.** After the original installation of landscaping, any material change and/or addition to that landscaping must receive the prior, written approval of the Committee. In general, the Association recognizes the addition to value as well as the aesthetic joy which beautiful landscaping can bring. With that in mind, the Committee will generally approve any add-on landscaping which is consistent with the overall scheme of Lot-landscaping in the Subdivision and which is perceived to be harmonious and eye pleasing. However, even well intentioned and expensive landscaping can lead to out-of-place excess, and the Committee reserves the right to disapprove what it reasonably concludes will be "over-landscaping".

4.9 **Vegetable Gardens.** May not exceed 100 square feet in size and must be entirely with the Restricted Visibility Area.

4.10 **Signs.** [Rest. §9(q)] No sign, advertisement or billboard can be erected or maintained on any Lot except that:

(a) One sign, not more than 3 feet high or 3 feet wide and not more than a total of 5 square feet, may be maintained offering the residence for sale or lease;

(b) One garage-sale sign of the same dimensions as above is permitted on the Lot 24 hours prior to the sale, during the sale and no more than 24 hours after it is over,

(c) One political sign of the same dimensions as above per candidate or issue may be maintained on the Lot from 3 weeks before the election to 24 hours after it.

4.11 **Seasonal Decorative Lighting.** Seasonal exterior decorative lighting on either or both the residence and adjacent trees or bushes to commemorate Christmas or Chanukah is permitted; provided, however, that the lighting should not be in place and/or lit prior to each November 1 and should be removed no later than the following March 1. Light displays which could reasonably be described as gaudy and/or ostentatious are not permitted.

ARTICLE 5 ENFORCEMENT AND SANCTIONS

5.1 Role of Committee.

(a) As noted elsewhere in these Guidelines, the Committee neither is nor wants to be the Association's "policeman". The Restrictions are a matter of public record and these Guidelines will be distributed to each current and future Owner. Thus, the Board of Directors and the Committee expect that current and future Owners will voluntarily comply with the Restrictions and these Guidelines, both because compliance is required and because all Owners have a substantial economic interest in the continued upkeep and improvement of the Subdivision.

(b) However, whether because of real or asserted ignorance or simple defiance and non-conformity, the reality is that there always will be instances of non-compliance, both inadvertent and willful. While both are inexcusable, the latter is by far the most objectionable and will be treated that way.

5.2 **Sanctions**. Listed below, in generally ascending order of "seriousness" are the steps the Committee is prepared to take in the face of non-compliance. In order to promote harmony throughout the Subdivision, except as set forth below, the Committee will do everything it reasonably can to protect the identity of any Owner subject to a sanction. It is anticipated that this confidentiality will promote compliance and harmony in the Subdivision.

(a) **Non-Compliance Letter**. When an instance of alleged non-compliance is properly brought to the Committee's attention (that is, by the complaining Owner(s) identifying him/her/themselves to the Committee or its Chair in a reasonably specific, descriptive letter, subject to the Committee's attempt to keep the Owner confidential as set forth in Section 2.2(a) above) the Committee will promptly investigate the matter. If the Committee agrees there is an instance of non-compliance, a letter specifying the non-compliance will be mailed to the "offending" Owner at his residence. If the noncompliance letter does not result in compliance, the Committee is free to consider and pursue other means of achieving or compelling compliance.

(b) **Imposition of Fines**. As permitted by both the Association's Bylaws and Declaration, the Board is empowered to institute a series of monetary fines, reasonably scaled to the magnitude and nature of the breach. When assessed, the fine will either be a lien against the "offending" property or will be personal to the "offending" Owner, as appropriate. In the latter case, if a majority of the Board of Directors is in favor, the Association will bring a small claims or other legal action against the "offending" Owner. [Decl. Art. III.1. & Art. V]

(c) **Breach-of-Covenant Lien**. In an appropriate case, and with the consent of a majority of the Board of Directors, the Committee may instruct counsel retained by the Association to follow-up the Committee's non-compliance letter with a non-compliance letter from counsel. If that letter fails to achieve its purpose, with the approval of a majority of the Board the Committee may instruct counsel to record a breach-of-covenant lien against the "offending" property. [Decl. Art. VI]

(d) **Publication in the Association's Monthly Newsletter**. In an appropriate case, and with the approval of a majority of the Board of Directors, the Committee will request the editor of the Association's Monthly Newsletter to include an appropriately specific article about the breach in at least one issue of the Newsletter.

(e) **Other**. The Committee - with the approval of a majority of the Board - reserves the right to take any and all other steps it deems appropriate in the circumstances.

ARTICLE 6 BOARD POLICY ON PAYMENT OF ASSOCIATION DUES

6.1 **Purpose**. The Board of Directors has adopted the following policy to clarify and enforce payments of Association fees. This was due in part to the disparity in how and when dues were paid by Owners, but also to make sure all Owners understand the penalties associated with not paying on time. Most importantly, the policy is intended to insure fairness for all Owners. It is not the Board of Directors' intention to make this a financial consideration, but rather, is an attempt to recognize the importance for all Owners to follow the bylaws of the Association.

6.2 **Policy.** The following payment policy has been put into effect for 2004:

- (a) The Association fees are due and payable on the first of every year and are late if they are not paid by January 31st of any given year. Billing notification will be given on or around the first of January.
- (b) If an Owner's dues are not paid up by March 31st of any year, then a penalty will be assessed. The penalty to be assessed is the equivalent of 10% of the dues, but only applied for each month that the dues are late. Thus, if a bill is unpaid by March 31st, on April 1st, the offending member will be assessed 3/12 of the penalty.
- (c) If an Owner's dues are unpaid as of June 30th of any year, another 3/12 of the penalty amount will be assessed to his/her account, and a lien will be placed on the Owner's property. The offending Owner must then bring his/her account current with the Association in order to have the lien removed.
- (d) Also, in accordance with our bylaws, should it become necessary to engage the services of an attorney to collect any assessment, including court costs and reasonable attorneys' fees, those costs and fees, shall be added to the assessment being collected in addition to the lien on said property.

APPENDIX A

Type	Manufacturer	Product Name	Color
Slate Shingles	N/A	N/A	N/A
Concrete Tile	Vostile	N/A	N/A
Wood Shingles	N/S	N/A	N/A
-No. 1 Grade or Better			
Laminate Composite Shingles	Elk	Prestique Plus	Weathered Wood
Laminate Composite Shingles	GAF	Timberline Ultra	Weathered Wood
Laminate Composite Shingles	Tamko	Heritage 50	Weathered Wood
Laminate Composite Shingles	Owens Corning	Oakridge Pro 50	Driftwood
		AR Deep Shadow	
		Shingles	
Stone Coated Steel Shingles	Gerard	Tile or Shake	Driftwood
Stone Coated Steel Shingles	Gerard	Tile or Shake	Weathered Slate
Laminate Composite Shingles	Tamko	Heritage 40	Weathered Wood
Laminate Composite Shingles	Elk	Capstone	Weathered Wood

Last Updated 4-1-2004

ARCHITECTURAL COMMITTEE APPROVAL APPLICATION

(Please Submit At Least 30 Days Prior to Project Commencement)

The Architectural Committee meets formally, once per month, to review applications for post-construction changes to a residence and/or on the lot on which it sits. This meeting is held the last Thursday of the month at 7 p.m. at the Clubhouse.

If you are unsure of the items covered by this procedure, the following list of actions generally requires an application. This is a limited list covering most construction. If the physical change you are contemplating is not listed, it does not mean approval is not required since virtually all exterior changes additions require Committee approval.

If you have any questions, please call any of the Architectural Committee members. Their phone numbers are listed every month in the Homes Association's newsletter. Please drop this application in the mailbox in front of the Clubhouse or mail it to: Nottingham by the Green/Knightsbrooke Architectural Committee, P.O. Box 25501, Overland Park, KS 66225-5501.

Thank you for your cooperation in adhering to the bylaws of our community. With your cooperation, we will retain high resale values and the esthetics the bylaws and restrictions are intended to protect.

NAME: _____ DATE: _____

ADDRESS: _____

WORK PHONE: _____ HOME PHONE: _____

Details of all projects need to be submitted with application for the following:

- | | | |
|---|--|--|
| _____ Basketball Goal | _____ Deck Construction | _____ Roofing Change |
| _____ Landscaping Change | _____ Paint Color Change | _____ 18" Satellite Dish |
| _____ Swimming Pool Hot Tub Spa | _____ Exterior Structure | _____ Wooden Play Set
(Submit Specific Picture) |
| _____ Fence Construction
(5' max. Include illustration) | _____ Special Projects
(Attach Specifics) | |
| _____ Special Exemption (attach the bylaw which prohibits your request) | | |

Except basketball goals, all play or recreational structures, including pools, spas, play sets and gazebos must be placed within "imaginary lines" formed by extension of the house back line to the lot line at either side by extension of the house side lines to the back lot lines.

When submitting this application, please include the following:

- Application
- Detailed written explanation of your specific change(s)
- Copy of plot with drawing or diagram and placement of change(s), if applicable
- Blueprint or design drawings, if applicable & available
- Paint color samples, if applicable

Any grading that would adversely affect adjoining properties? _____ Yes _____ No
 Applied for city permit with the City of Overland Park (where applicable)? _____ Yes _____ No # _____

Project Start Date: _____ Estimated Completion Date: _____