

MOONLIGHT RANCH HOMES ASSOCIATION

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

This AMENDED AND RESTATED DECLARATION OF RESTRICTONS is hereby approved, adopted, and effective as of the **4th day of June, 2022** (the “Effective Date”).

WITNESSETH:

WHEREAS, Developer Moonlight Properties, Ltd. (subsequently known as Moonlight Properties Limited Partnership, subsequently known as Moonlight Properties Limited Partnership of Olathe, the “Developer”), recorded a certain DECLARATION OF RESTRICTIONS (the “Original Restrictions”) with the Office of the Register of Deeds of Johnson County, Kansas (the “Register of Deeds”) on May 1, 1979 on page 23 of volume 1456;

WHEREAS, the Original Restrictions applied to Lots 1-42, Lot A, Lot B and Lot C which comprise the plat of Silver Wraith Property, a subdivision in Johnson County, Kansas, recorded with the Register of Deeds on January 1, 1979 on page 19 of book 46, Lots 43-47 which comprise the Silver Wraith Property Second Plat recorded with the Register of Deeds on November 16, 1999 on page 34 of book 113, Lots 48-50 which comprise the Silver Wraith Property Third Plat recorded with the Register of Deeds on September 29, 2000 on page 31 of book 118, and re-platted Lots 48 and 49 which comprise the Silver Wraith Property Fourth Plat recorded with the Register of Deeds on February 13, 2009 on page 4432 of book 200902 (all plats collectively the “Property”);

WHEREAS, Moonlight Ranch Homes Association, Inc. (the “Association”) was incorporated on July 24, 2009, is the successor in interest to Silver Wraith Acres Homes Association, Inc., and governs the Property pursuant to the SECOND AMENDED AND RESTATED DECLARATION recorded with the Register of Deeds on May 16th, 2014 (the “Amended Declaration”), and the Property is now known as Moonlight Ranch;

WHEREAS, the Developer has sold Lots 1-50, and conveyed Lot A, B and C to the Association by quit claim deed recorded with the Register of Deeds on January 25, 2011 on page 8029 of book 201101;

WHEREAS, the Developer is now dissolved;

WHEREAS, due to dissolution of the Developer and other changes set forth above, as well as the Kansas Uniform Common Interest Owners Bill of Rights effective January 1, 2011, the Board of Directors of the Association deems it reasonable and necessary to amend and replace the Original Restrictions with this Amended and Restated Declaration of Restrictions (the “Amended Restrictions”);

NOW, THEREFORE, in order to conform to law and to continue in performance of the purposes for which the Association was formed and to advance community and financial interests of the members of the Association, including without limitation, maintaining and enhancing the value of the members’ property in Moonlight Ranch and in the common areas thereof, these Amended Restrictions are approved and adopted by combined votes in person, by proxy or in allocation to the majority decision of the Board of Directors to equal fifty-one percent of the total votes of all Owners of all Lots, and are hereby effective and supersede the Original Restrictions as of the Effective Date.

SECTION 1. DEFINITIONS OF TERMS USED.

- (1) The term "Street" shall mean any street, drive, road, avenue or terrace of whatever present or future name which is shown on the original plat of Silver Wraith Property as Lot A and Lot C.
- (2) The term "Outbuilding" shall mean an enclosed or unenclosed, covered structure not directly attached to the residence to which it is appurtenant.
- (3) The term "Lot" may mean either any numbered lot or any area or lot identified by a letter of the English alphabet shown on the plats of the Property including those areas identified as Lot A, B and C as platted. Further, the term "Lot" may mean any tract or tracts of land as conveyed, which may consist of one or more lots or part or parts of one or more numbered lots or lettered lots as platted, and upon which a residence may be erected in accordance with the Amended Restrictions hereinafter set forth.
- (4) The term "Association" shall mean Moonlight Ranch Homes Association, its successors and assigns. The Association acts by and through its Board of Directors.

SECTION 2. PERSONS BOUND BY THESE RESTRICTIONS.

All persons and entities who now own or shall hereafter acquire any interest in the above enumerated Lots hereby restricted shall be taken to hold and agree and covenant with the owner of said Lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereof for a period of time ending on January 1, 2028, provided, however, that each of these Amended Restrictions shall be renewable in the manner hereinafter set forth.

SECTION 3. USE OF LAND.

None of the Lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no flat nor apartment house, although intended for residence purposes may be erected thereon. Any residence erected or maintained on any of the Lots hereby restricted shall be designed for occupancy by a single family. No buyer of any such Lot shall subdivide the Lot so conveyed to them without the prior consent of the Association. Off street parking, exclusive of garage interiors, shall be provided and maintained on each Lot, hereby restricted, for not less than four (4) automobiles, the location of which spaces shall be determined and established in the conveyance from Moonlight Properties, Ltd.

SECTION 4. SET BACK OF RESIDENCES FROM STREET.

Easements for the installation and maintenance of utilities are reserved on the front and/or back fifteen (15) feet of each of the Lots hereby restricted. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each Lot and all improvements thereon shall be maintained continually by the owner of such Lot, except for those improvements for which a public authority or utility company is responsible.

SECTION 5. RIGHT TO APPROVE PLANS.

No residence, building, addition, pool or other structures, including unenclosed or covered porches, shall be erected, placed, re-constructed or altered on any of the Lots hereby restricted unless the plans, specifications and plot plan showing the exact location of such building have been defined and submitted in a **Construction Application & Agreement** and subsequently approved, in writing, by the Association. Such approval shall be based on conformity and harmony of external design and the location of the building with respect to topography and finished ground elevation with existing structures in the Property. The minimum number of square footage of the residence to be constructed on each Lot and the construction requirements or restrictions shall be determined and established in the conveyance by the Association through a written and approved Architectural Review Committee's (ARC) **Design Standards** document available to all current and future members and the general public.

SECTION 6. OUTBUILDINGS.

No "shed" or other "detached addition" or structure appurtenant to the residence may be erected on any of the Lots without the prior submission of plans to the Board for review to be in accordance with the Design Standards and with further consent, in writing, provided by the Association. A Construction Application & Agreement must further be completed and reviewed.

SECTION 7. PERGOLAS.

No pergola, or any detached structure for purely ornamental or any other purpose may be erected on any part of any Lot without the prior consent, in writing of the Association.

SECTION 8. OIL TANKS PROHIBITED.

No tank for the storage of fuel may be maintained on any of the Lots hereby restricted, above the surface of the ground without the prior consent, in writing, of the Association.

SECTION 9. RESTRICTIONS ON MAINTAINING PETS.

No more than six (6) domestic birds, two (2) dogs or two (2) cats, or a combination of one (1) dog and one (1) cat, no wild, semi-wild, or domestic animals or reptiles may be kept or maintained upon any of the Lots hereby restricted without the prior consent, in writing, of the Association.

SECTION 10. BILLBOARDS, SIGNS AND ADVERTISING RESTRICTED.

Except for entrance signs, signs for traffic control or safety, community "theme areas," promotional signs for sale of homes and/or Lots, and political yard signs which are less than six square feet during a period commencing 45 days before an election and ending two days after the election, no signs, billboards, objects or advertising devices of any character shall be erected, posted, displayed or permitted to remain upon any of the Lots or tracts hereby restricted or upon any improvement located upon such Lots.

SECTION 11. ABOVE GROUND SWIMMING POOLS PROHIBITED.

No above ground swimming pool may be constructed or maintained on any of the Lots hereby restricted. Below ground level swimming pools may be constructed and maintained with the prior submission of plans to the Board for review to be in accordance with the Design Standards and with further consent, in writing, provided by the Association..

SECTION 12. EXTERIOR TELEVISION ANTENNA OR AERIALS.

No exterior television antennas or aerials for any purpose except for residential home satellite dish receivers greater than 80cm in size may be kept or maintained on any of the Lots hereby restricted except within the confines of the dwelling unit erected thereon, without prior, written consent of the Association.

SECTION 13. REPAIR, PARKING, AND STORAGE OF VEHICLES.

No automotive repair or rebuilding, whether for hire or otherwise, shall occur on any of the Lots hereby restricted, except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage located on such Lot. No recreational vehicles, car-vans, car-trucks, two or three wheeled motorized vehicles, trucks, trailers, buses, campers, inoperative motor vehicles of any nature, boats or delivery vehicles may be stored or parked outside of an enclosed, closed-door garage on any portion of the Lots hereby restricted for a period longer than two (2) hours without the prior consent, in writing, of the Association.

SECTION 14. BURNING OF TRASH, LEAVES OR OTHER WASTE PROHIBITED.

No trash, leaves, grass, vacant lots or waste may be burned on any of the Lots or tracts hereby restricted without obtaining a burn permit from the City of Olathe and prior consent, in writing, of the Association. When allowed to burn, the Lot owner will provide all residents with a 24- hour burn notice.

SECTION 15. USE OF LOT A AND LOT C RESTRICTED.

The use of Lot A and Lot C, as shown on the aforementioned plats of the Property, is limited to that of a route of ingress and egress for the present and future owners of all of the Lots hereby restricted and the express social or business invitees of such owners. No obstacles may be placed upon nor can any vehicles of any type or nature be parked upon any portion of Lot A or Lot C without the prior written consent of the Association. The Association may from time to time impose further restrictions upon the use of Lot A and Lot C.

SECTION 16. USE OF LOT B RESTRICTED

Lot B, as shown on the aforementioned plats of the Property including all easements, is hereby designated as a PARK AREA to be hereinafter maintained and controlled by the Association. No obstructions, planting beds, trees, framed structures or temporary facilities may be placed on or adjacent to Lot B without the prior written consent of the Association. No vehicles of any nature may be parked upon or drive across any portion of said Lot B other than those portions as may be, from time to time, designated as temporary drives or parking areas by the Association.

SECTION 17. LIMITED USE OF MOTOR VEHICLES.

No four-wheeled motorized vehicle may be operated at any time on Lot A, B or C, or on any Lot hereby restricted unless the driver of such vehicle has a valid license as an operator or a chauffeur as such terms are defined by the laws of the State of Kansas. No licensed or unlicensed driver may operate any two-wheeled motorized vehicle, dune buggy, or any other similar type of vehicle on any Lot hereby restricted without the prior consent, in writing, of the Association. The Association may from time to time impose further restrictions upon the use of motor vehicles on Lot A, B or C.

SECTION 18. USE OF INSECTICIDES OR HERBICIDES RESTRICTED.

No insecticides or herbicides, determined by an agency of the United States Government to be harmful or potentially harmful to animals or birds shall be used, kept or stored on any of the Lots or tracts hereby restricted without the prior consent, in writing, of the Association.

SECTION 19. POLES, FENCES, WALLS AND SHRUBS RESTRICTED.

No FENCE, wall, shrub or hedge shall be erected, constructed, re-constructed, planted or maintained upon any of the Lots or tracts hereby restricted without the prior submission of plans to the Board for review to be in accordance with the Design Standards and with further consent, in writing, provided by the Association. No privacy fences are allowed. All submissions must include description of material, design, shape, location, species and heights.

SECTION 20. MISCELLANEOUS PROVISIONS.

(a) Construction of Buildings: The contractor, builder, person or entity constructing a building on any of the Lots shall complete a Construction Application & Agreement and receive written approval from the Association's Board of Directors prior to commencing such construction. The Builder and/or Lot Owner, if acting as builder, will further furnish the Association with satisfactory proof that: (1) a suitable completion bond has been made to insure completion of the construction and to indemnify the owner and Association against material and mechanic liens; and (2) builders' liability insurance (including workmen's compensation, if applicable) will be in effect for the entire construction period.

(b) Time for Construction of Residences: Any single family residence to be constructed upon any of the Lots shall be completely finished within twelve (12) months of the date of the start of construction. In the event of non-compliance with the completion date as herein provided, the Association shall have the right, but not the obligation, to hire a contractor or contractors to perform the work and furnish the materials necessary in order to complete the construction and the owner shall be billed for costs incurred in completing construction plus twelve percent (12%) for administration. If the owner fails to fully pay the same, the Association shall have the legal right to file a lien against the property involved and proceed in law or equity to sell the property and obtain said charges. All moneys received over and above said charges and court costs shall be paid over to the owner.

(c) Sewage Disposal: The design, location and construction of any sewage disposal system including septic systems on any Lot must be in accordance with all applicable governmental requirements and must be approved in writing by the Association.

(d) No open cesspools shall be permitted on any Lot and no septic tanks and disposal fields shall be maintained after sewer lines, public or quasi-public are made available.

(e) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(f) Garage Doors. All doors on garages located on the Lots hereby restricted shall be kept closed except when opened for the immediate purpose of parking or removal therefrom of motor vehicles.

(g) Exterior Clothes Lines and Poles. No exterior clothes lines or poles may be erected or maintained on any of the Lots or tracts hereby restricted.

(h) Exterior Christmas Lights and/or Decorations: No exterior Christmas lights and/or decorations may be erected or maintained on any of the Lots hereby restricted except during a sixty (60) day period beginning November 15th of each calendar year.

(i) Garage, Porch, Yard or Basement Sales: No garage, porch, yard or basement sale may be conducted on any of the Lots hereby restricted without the prior consent, in writing, of the Association.

(j) Dogs Running at Large: No dog shall be allowed to run at large on any of the Lots hereby restricted.

(k) Exterior Sporting Equipment. No exterior basketball goals, tether poles, trampolines, volleyball or badminton posts or nets or similar sporting equipment shall be erected or maintained on any of the Lots hereby restricted without the prior consent, in writing, of the Association.

(l) Mailboxes: The location and design of mailboxes for use by the owners of the Lots, hereby restricted, shall be determined from time to time by the Association.

(m) Air Conditioning Units: No air conditioning unit shall be installed in such a manner as to project through an exterior wall or window of any residence on the Lots without the prior written consent of the Association.

(n) Exterior Paint Colors: The color or colors of paint or stain to be hereinafter applied to the exterior of residences located on any of the Lots hereby restricted must be first approved, in writing, by the Association.

(o) In the event any residence or other permitted structure is damaged by fire, wind storm or other damage, it shall not be permitted to remain in a damaged condition longer than three (3) months from the date that the damage occurred.

(p) No house trailers shall be allowed on any of the Lots restricted hereunder, nor shall any temporary residences be erected, and no permanent residences or any part thereof shall be occupied until completed.

(q) None of the Lots restricted hereunder shall be used for the dumping of trash or other refuse, or for the storage of equipment and materials other those required during the construction of the residence or other permitted structure on said Lot.

(r) Easements for the installation and maintenance of utilities are reserved on the front and/or back fifteen (15) feet of each of the Lots hereby restricted. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each Lot and all improvements thereon shall be maintained continually by the owner of such Lot, except for those improvements for which a public authority or utility company is responsible.

(s) Care and Maintenance of Yards. All of the Lots hereby restricted as hereinbefore provided, shall at all times be kept mowed to a height not to exceed six (6) inches and shall, at all times, be kept free from weeds, debris, trash and other litter.

(t) Temporary Construction Easement: The Association shall have and is hereby granted a temporary ten (10) foot construction easement over each of the Lots hereby restricted, which said easement shall be immediately adjacent to each Lot on which a residence is then being constructed, for the duration of construction.

BE IT REMEMBERED that on the ____ day of December, 2022, before me a Notary Public in and for said county and state, personally appeared Joel Smith, who is known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

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

Notary Public

My Appointment Expires: _____

ACKNOWLEDGMENT BY BOARD OF DIRECTORS
OF ADOPTION OF AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
BY VOTE OF ASSOCIATION MEMBERS

NOW on this 4th day of June, 2022, the undersigned authorized member of the Board of Directors of Moonlight Ranch Homes Association, Inc. (the "Association") does hereby acknowledge that, after submission to a vote by the members of the Association the question of whether or not to approve the Amended and Restated Declaration of Restrictions (the "Amended Restrictions") and the votes of the members of the Association eligible to vote having been duly counted and confirmed by the Board of Directors at a meeting where a quorum was present, the Board of Directors now, hereby, confirms that more than fifty-one percent of the eligible members of the Association voted in person, by proxy or in allocation to the majority decision of the Board of Directors, at a duly-noticed meeting of the Association with a quorum in favor of adoption of the Amended Restrictions. The Amended Restrictions, hereby, approved and adopted on the date signed below.

Date: _____

Signature: _____

Printed Name: _____

Title: President, Moonlight Ranch Homes
Association, Inc.