

**EXHIBIT A  
TO  
DECLARATION OF DEER VALLEY  
BUILDING STANDARDS AND REQUIREMENTS**

**1. Permitted Height of Residences.**

No portion of a Residence erected on any Lot shall exceed three (3) stories in height above ground level at any point without the prior written consent of the Design Review Committee.

**2. Setback of Residences.**

(a) **Setback Lines.** All Residences and other Improvements shall be located on each Lot as approved by the Design Review Committee and in full compliance with setback lines shown on the Plat or established by the Design Review Committee. The Design Review Committee may establish new building setback lines on any Lot with the express written consent of the Lot Owner, provided such new setback lines comply with City codes.

(b) **Projections.** Notwithstanding the setback lines shown on the Plat or those established by the Design Review Committee, cantilevered upper stories, balconies, bay, bow or oriel windows, cornices, eaves, chimneys, downspouts and decorative elements may project no more than three feet over the building setback lines for each Lot. Unenclosed, covered porches and vestibules not more than one story in height may project up to six feet beyond front building lines. No provisions herein shall be construed to permit any portion of any structure to project beyond the boundary of the Lot upon which it is erected.

(c) **Sight Lines.** No fence, wall, structure or plant materials which obstruct sight lines at elevations between two and six feet above the streets shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the extension of street right-of-way lines. The same sight-line limitations shall apply to any Lot within ten feet from the intersection of the right-of-way property line with the edge of a driveway. Trees shall be permitted to remain within such areas if the foliage line is maintained at a height sufficient to prevent obstruction of sight lines.

**3. Required Size and Type of Residence.**

(a) No Residence erected on any Lot shall contain less than the minimum number of square feet of Enclosed Floor Area (as hereinafter defined) shown on the following table.

**Enclosed Floor Area Minimums (in square feet)**

1 Story Residence	2,400
1.5 Story Residence*	2,200
2 Story Residence*	2,200

\*1.5 Story and 2 Story Residences shall contain a minimum of 1,200 square feet on the main level (first floor).

For purposes of this Section 3: A "Reverse 1.5 Story Residence" (a ranch-style house with a ground level walk-out basement) shall be categorized along with 1.5 story Residences, and a Residence's "Enclosed Floor Area" shall mean and include, in all cases, areas on the first floor, second floor (if applicable) and basement level (in cases of Reverse 1.5 Story Residences) enclosed and finished for all-year occupancy, computed utilizing outside measurements of the Residence, and shall not include any areas in garages, porches or attics, or basements (except in cases of Reverse 1.5 Story Residences).

(b) No Residence designated as a "ranch with basement garage" or a "bi-level" by the Design Review Committee shall be constructed on any Lot.

(c) The Design Review Committee reserves the absolute and incontestable right to determine whether any Residence violates the foregoing prohibition and whether the Enclosed Floor Area of any Residence meets the minimum requirements provided for in this Section and hereby also reserves the right to approve deviations from the aforementioned building sizes and to modify any of the Enclosed Floor Area requirements set forth in this Section. The Design Review Committee's determination(s) in this regard shall be final.

**4. Time Limits for Construction or Reconstruction; Penalty for Violation.**

Unless the following time periods are expressly extended by the Design Review Committee, construction of any Residence on any Lot shall be commenced within 90 days following the date of delivery of a warranty deed from the Developer to the purchaser of such Lot, shall be diligently pursued, and shall be completed within 240 days after commencement. No Residence or exterior structure shall stand with its exterior in any unfinished condition for more than six months after commencement of

construction. For the purposes of this section, commencement of construction is deemed to be the date a building permit is issued by the City. In the event such construction is not commenced within such 90-day period (or extension thereof), the Developer shall have, prior to commencement of construction, the right, but not the obligation, to repurchase such Lot at its original sale price. No Owner of a Lot in violation of this construction commencement provision shall be entitled to reimbursement for taxes, interest, or other expenses paid or incurred by or for such Owner.

Subject to the provisions of Article 5 of the Declaration of Deer Valley, in the event of fire, windstorm, vandalism or other casualty, no Improvements shall be permitted to remain in damaged condition for longer than three months before said damaged Improvements are demolished and removed from the Lot or before repairs commence. Such repairs shall be completed within six months after commencement.

If commencement or completion of such construction or reconstruction is delayed due to weather conditions, strikes, unavoidable shortages of materials, acts of God or other conditions over which the Owner has no control, the time allowed for completion shall be extended for that period of time caused by any such delay in construction.

Any Owner of a structure in violation of this section shall pay the Association a fine of no more than One Hundred Dollars (\$100.00) per day, as determined by the Association for each day the violation continues. The fine provided for herein, if not paid when due by said Owner, shall become a lien upon the real estate upon which the structure in violation of this section is located; provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. All fines shall be due thirty (30) days from the date of the written notice of the violation provided by the Association to the Owner of any Lot upon which the violation occurs, and if the fine is not paid within said thirty-day period, the fine shall bear interest at the rate of eighteen percent (18%) per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced by the Developer or the Association in any court in Johnson County, Kansas, having jurisdiction of suit for the enforcement of such liens.

#### **5. Fences, Walls, Decks, Outbuildings.**

No fence, wall or deck shall be constructed, maintained or altered upon any Lot unless the location, design, configuration, height, color and materials are prior approved in writing by the Design Review Committee. No animal pens or runs shall be permitted. No fence, boundary wall or privacy screen shall be constructed or maintained on any Lot nearer to the street than the rear corners (as defined by the Design Review Committee) of the Residence. Any fence installed next to an existing fence on an adjacent Lot must be joined to such existing fence.

Fences shall be black wrought iron or untreated cedar in one of three styles shown on the attached Exhibit A-1. All fences must be stair-stepped to follow the grade of the Lot. Fences shall not exceed 48 inches in height unless specifically approved for a greater height by the Design Review Committee. Privacy fences over 48 inches in height, but not taller than 72 inches, may be permitted if located within the building setback lines and no further than 20 feet from the Residence and if specifically approved in writing by the Design Review Committee. Any such privacy fence shall be an approved style as shown on Exhibit A-1 or an alternate style deemed by the Design Review Committee to be compatible with the style of the Residence. No animal pens or runs shall be permitted.

No detached outbuilding, including, without limitation: sheds, barns, garages, and storage facilities, shall be erected upon, moved onto or maintained upon any Lot. Storage shall be permitted under a deck provided such area is screened as otherwise authorized herein.

#### **6. Surface Drainage.**

Final grading of each Lot shall adequately handle all run-off water in a reasonable manner which is in accordance and fully compatible with the grading of adjacent Lots, the master grading plan approved by the City, any related site grading plan furnished by the Developer and any specific site grading plan for the Lot approved by the Developer. No landscaping, berms, fences or other structures shall be installed or maintained that impedes the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading of any Lot shall be made without the prior written approval of the Design Review Committee and, if necessary, the City. The Developer shall have no liability or responsibility to any Builder, Owner or other party for the failure of a Builder or Owner to final grade or maintain any Lot in accordance with the master grading plan or an approved lot grading plan or for the Developer not requiring a lot grading plan and compliance therewith. The Developer does not represent or guarantee to any Owner or other person that any grading plan for the Lots that the Developer may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other person's satisfaction.

#### **7. Roofs.**

Roof materials, colors and brands shall be specifically approved in writing by the Design Review Committee. Roofs shall be covered with wood shingles or shakes; clay or concrete tile; slate; or with specific written approval of the Design Review Committee in its absolute discretion, high quality asphalt or composition shingles. Composition shingles of the Celotex brand, 40-year "Presidential" line, "weathered wood" color are hereby approved. Flat roofs and tar-and-gravel roofs are specifically prohibited. Bronze-colored flashing shall be used in valleys. Roofs shall have a minimum pitch of 3/12.

#### **8. Exterior Wall Materials.**

Exterior walls of all buildings, structures and all appurtenances thereto shall be of stucco, stone, brick, wood lap siding, wood shingles, wood or composite paneling (such as "Woodsman" brand siding), plate glass, glass block, or a combination thereof, provided, however, that panelized siding materials are restricted for use on side and rear elevations of a Residence only. Siding which simulates natural materials may be approved on a case-by-case basis by the Design Review Committee.

Notwithstanding the foregoing provisions of this Section 8 requiring or prohibiting specific building materials or products, any building materials or products that may be or come into

general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the Design Review Committee in its absolute discretion, shall be acceptable upon written approval by the Design Review Committee.

**9. Exterior Colors.**

Neutral, earth-tone colors are encouraged so that structures blend with the natural setting of the Neighborhood. Bright primary colors and pastels of primary colors shall not be permitted. Exterior colors and color combinations that, in the opinion of the Design Review Committee, are inharmonious shall not be permitted. Each Owner must submit a color plan showing the color of the exterior walls, shutters, doors, trim, etc., to the Design Review Committee prior to initial construction on any Lot. The Design Review Committee shall have final approval of all exterior color plans.

**10. Windows and Doors.**

All windows and exterior doors shall be constructed of glass, wood, colored metal, or vinyl clad and wood laminate or any combination thereof. Mirror finishes on window glass are specifically prohibited. Unpainted metal or bright finished window frames, screens, or accessories shall not be permitted.

**11. Gutters and Downspouts.**

Exposed metal gutters and downspouts shall be painted to match the trim or body color of the Residence.

**12. Chimneys.**

Any full chimney which is revealed on an exterior facade shall be supported by a full foundation. No metal pipe shall be exposed on the exterior of any fireplace or fireplace flue, and all fireplace flues shall be capped with a black or color-confirming low profile metal rain cap.

**13. Paint, Stain.**

Wood exteriors, except roofs, shall be covered with a workmanlike finish of two coats of high quality paint or stain, however certain natural siding materials which are intended to weather (such as cedar shingles) may be exempted from this requirement.

**14. Exposed Concrete Foundations and Walls.**

The exterior surface of all concrete foundations and walls which are exposed in excess of 12 inches above final grade shall be painted the same color as the Residence or covered with siding materials compatible with the structure.

**15. Landscaping.**

A detailed landscape plan must be submitted to and approved by the Design Review Committee prior to installation. Extensive landscaping is encouraged, and a minimum expenditure of \$1,000 for front yard landscaping (excluding sod and irrigation systems) is required. All yards and the unpaved portions of street right-of-ways and easements contiguous thereto shall be fully sodded or planted with ground covers or covered with mulch, provided, however, that no duty to clear any tract of trees, bushes, shrubs, or natural growth which are kept reasonably attractive shall be implied. Both sod and required landscape installation shall be completed prior to first occupancy of the Residence, or the Owner shall escrow funds in an amount and manner determined by the Design Review Committee to assure such installation when weather permits. All vegetable gardens shall be located behind the rear corners of the Residence and at least five feet away from the boundary of the Lot. No vegetable garden(s) shall exceed 100 square feet in size on any Lot except with the prior written consent of the Design Review Committee.

The Developer shall have the right (but not the obligation) to install one or more trees on the public right-of-way adjacent to each Lot. The type and location of such trees shall be selected by the Developer in its absolute discretion.

**16. Driveways and Sidewalks.**

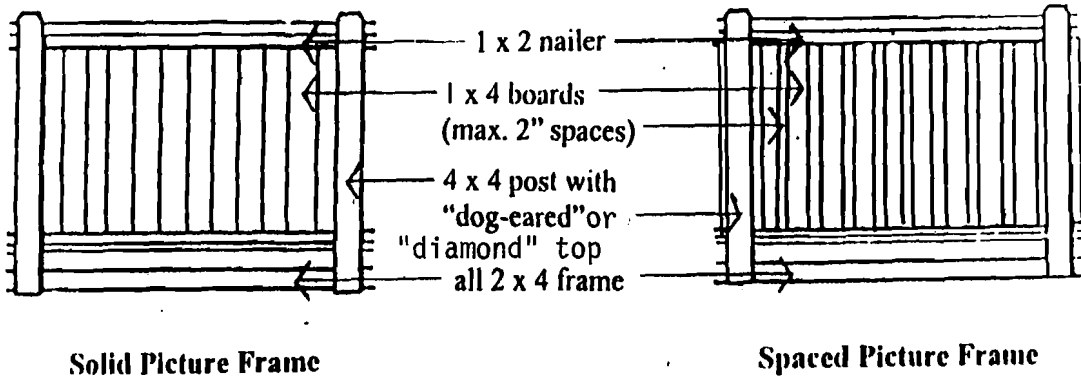
All driveways and sidewalks shall be concrete, patterned concrete, interlocking pavers, brick or other permanent stone finishes. No driveway shall be constructed in a manner as to permit access to a street across a rear lot line. Asphalt, gravel or natural driveways or sidewalks are specifically prohibited. Specific approval for circle driveways must be obtained in writing from the Design Review Committee before construction thereof on any Lot.

**17. Garages.**

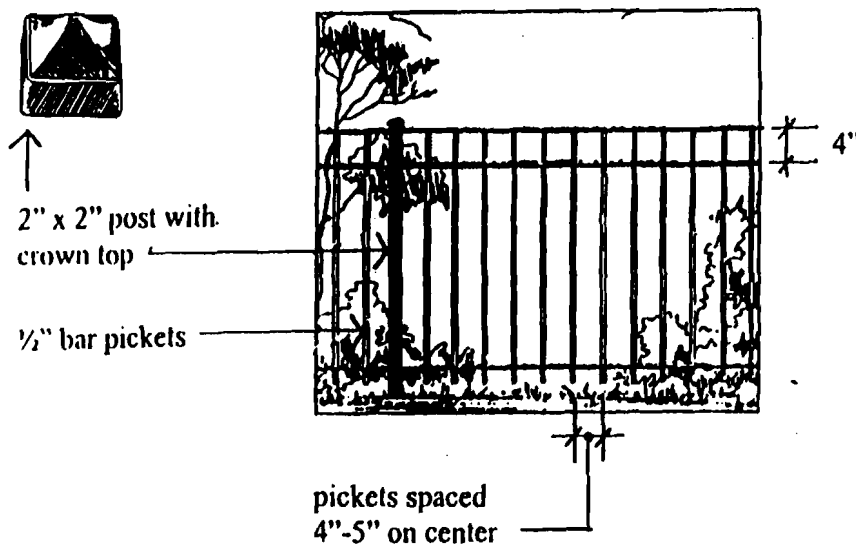
All Residences shall have private garages for not less than two cars. Carports are specifically prohibited.

EXHIBIT A-1  
DEER VALLEY DECLARATION  
APPROVED FENCE STYLES

**UNTREATED CEDAR**



**BLACK WROUGHT IRON**



## RESOLUTION TO AMEND

### BUILDING STANDARDS AND REQUIREMENTS

The undersigned are all of the members of the Design Review Committee, as described in the Declaration of Deer Valley ("Declaration"). Pursuant to Section 7.4 of the Declaration, which provides in part that "The Design Standards may, from time to time, be amended, supplemented or repealed by the Design Review Committee upon unanimous vote." The undersigned, being all of the members of the Design Review Committee, hereby agree and state as follows:

RESOLVED, that the first sentence of paragraph 2 of Section 5 of the Design Standards shall be replaced in its entirety as follows:

Fences shall be black wrought iron, black aluminum or black powder-coated steel in one of the three styles shown on the attached Exhibit A-1. Cedar fences may be untreated or may be treated with protective sealer in a color commonly referred to as "Natural Cedar Tone".

All other portions of Section 5 remain unchanged.

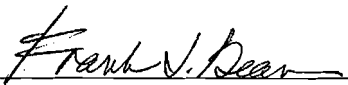
FURTHER RESOLVED, that the foregoing amendment take effect immediately.

Dated: 5-31-07

Being All the Members of the Design Review Committee

  
Clay C. Blair III

  
Janet M. Blair

  
Frank Dean

## RESOLUTION TO AMEND

### BUILDING STANDARDS AND REQUIREMENTS

The undersigned are all of the members of the Design Review Committee, as described in the Declaration of Deer Valley ("Declaration"). Pursuant to Section 7.4 of the Declaration, which provides in part that "The Design Standards may, from time to time, be amended, supplemented or repealed by the Design Review Committee upon unanimous vote." The undersigned, being all of the members of the Design Review Committee, hereby agree and state as follows:

RESOLVED, that Section 15 of the Design Standards shall be replaced in its entirety as follows:

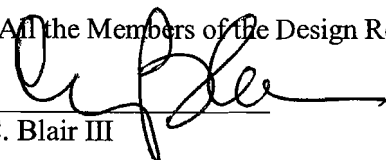
15. Landscaping.

A detailed landscape plan must be submitted to and approved by the Design Review Committee prior to installation. Extensive landscaping is encouraged, and a minimum expenditure of \$2,500.00 for front yard landscaping (excluding sod and irrigation systems) is required. At least one shade tree shall be planted in the front yard of each lot and on each corner lot at least one shade tree shall be planted in the side yard adjacent to the public street. Such shade trees shall be a minimum of 2" caliper in size. All yards and the unpaved portions of street right-of-ways and easements contiguous thereto shall be fully sodded or planted with ground covers or covered with mulch, provided, however, that no duty to clear any tract of trees, bushes, shrubs, or natural growth which are kept reasonably attractive shall be implied. Both sod and required landscape installation shall be completed prior to first occupancy of the Residence, or the Owner shall escrow funds in an amount and manner determined by the Design Review Committee to assure such installation when weather permits. All vegetable gardens shall be located behind the rear corners of the Residence and at least five feet away from the boundary of the Lot. No vegetable garden(s) shall exceed 100 square feet in size on any Lot except with the prior written consent of the Design Review Committee.

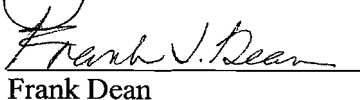
FURTHER RESOLVED, that the foregoing amendment take effect immediately for all whose landscape plans have not been approved.

Dated: 2-6-07

Being All the Members of the Design Review Committee

  
Clay C. Blair III

  
Janet M. Blair

  
Frank Dean

*Accom*

First American Title Insurance Company  
115 East Park  
Post Office Box 1125  
Olathe, KS 66061

  
20051108-0003305 11/08/2005  
P: 1 of 2 F: \$12.00 01:46:53 PM  
Register of Deeds T20050062705  
Johnson Co ROD B:200511 P:003305

**AMENDMENT TO DECLARATION  
OF DEER VALLEY**

THIS AMENDMENT to DECLARATION OF DEER VALLEY is made as of the **4th** day of **November**, 2005, by Deer Valley Development, L.L.C. (the "Owner") and relates to the following described land, to-wit:

Lot 52 through and including Lot 105 Deer Valley Second Plat, Tract G & H Deer Valley Second Plat, and Tracts D, E, and F Deer Valley First Plat, a subdivision in the City of Overland Park, Johnson County, Kansas, as shown on Deer Valley Second Plat, heretofore filed of record in Book **200510**, Page **010552** on the **27<sup>th</sup>** day of **October**, 2005, in the office of the Register of Deeds, Johnson County, Kansas;

WITNESSETH:


WHEREAS, the Owner, as the owner of the above-described lots and tracts, desires to subject said lots and tracts to the covenants, restrictions, easements and other provisions contained in that certain Declaration of Deer Valley dated as of the 1st day of May, 2005 and filed for record in the office of the Register of Deeds, Johnson County, Kansas on the 6<sup>th</sup> day of May, 2005 in Book 200505, Page 002822 (the "Original Declaration").

NOW, THEREFORE, in consideration of these premises, and pursuant to the right and authority set out in Article 13 of the Original Declaration, the Owner for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described lots and tracts shall be, and they hereby are, subject to the covenants, restrictions, easements and other provisions set forth in the Original Declaration and any amendments thereto. As contemplated in Article 13 of the Original Declaration, this instrument shall have the effect of subjecting the above-described lots and tracts to all of the provisions of the Original Declaration and any amendments thereto as though said lots and tracts had been originally described therein and subject to the provisions thereof.

In all other respects, the Original Declaration and any amendments thereto are hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed the date first above written.

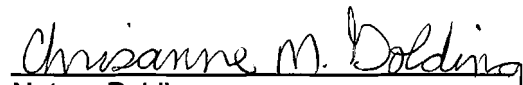
DEER VALLEY DEVELOPMENT, L.L.C.

By:   
Clay C. Blair, III, Member

STATE OF KANSAS            )  
                                      ) ss.  
COUNTY OF JOHNSON        )

ON THIS 3 day of November, 2005, before me, the undersigned, a Notary Public to and for said County and State personally appeared Clay C. Blair to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, acknowledged that he is a member of Deer Valley Development, L.L.C., a Kansas limited liability company, and that he executed such instrument on behalf of said company by authority of its members, and said person acknowledged the execution of said instrument to be the act and deed of said Deer Valley Development, L.L.C.

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

  
Notary Public  
Printed Name: Chrisanne M. Golding

My commission expires:

August 27, 2006

