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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that this declaration is made this 23rd day of August, 1983, by North Star Development Company, Inc., a Kansas corporation, (hereinafter referred to as "Owner").

WHEREAS, North Star Development Company, Inc. is the owner of certain real property located in Johnson County, Kansas, and now desires to place certain restrictions on that real property more fully described as:

All of that land now platted or hereafter platted as Sumarlee Estates; a subdivision in Overland Park, Kansas;

AND WHEREAS, it is the purpose of North Star Development Company, Inc., in restricting the above real property, to enhance it and keep its use consistent with the restrictions set forth below:

NOW, THEREFORE, in consideration of these premises, North Star Development Company, Inc., for it and its successors and assigns, and for the future grantees, does hereby subject the aforesaid mentioned property to the following restrictions.

PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now own or hereafter shall acquire any interest in the above legally-described tract of land hereby restricted shall be taken to hold, agree and covenant with North Star Development Company, Inc. and with its grantees, 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 thereon for a period of twenty (20) years from the date of the filing of these restrictions, provided, however, that each of the said restrictions shall be renewable in a manner hereinafter set forth.

REQUIRED SET BACK FROM STREET

Any home, duplex or improvement constructed on any portion of the land hereby restricted shall be constructed no closer than the building lines as located on said subdivision plat unless the developer shall give written authorization to build any home, duplex or improvement closer than the aforementioned building lines. Provided, however, that North Star Development Company, Inc. shall not be allowed to authorize the building of any home, duplex or improvement less than the set back requirements established and in force by the City of Overland Park, Kansas.

DURATION OF RESTRICTIONS

Each of the restrictions herein set forth shall continue to be binding upon owners, their grantees, their successors and assigns for a period of twenty (20) years from the date these restrictions are recorded and shall automatically be continued thereafter for successive periods of five (5) years each, provided, however, that the owners of the fee simple title to more than seventy-five percent (75%) of all the land hereby restricted, and set forth in this instrument, may release all the land which is hereby restricted from any one or more of the restrictions herein set forth twenty (20) years from the date these restrictions are filed, or at the end of any successive five-year (5-year) period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same of record in the Office of the

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Register of Deeds of Johnson County, Kansas, twenty (20) days prior to twenty (20) years from the date these restrictions are filed, or at least ten (10) days prior to the expiration of any successive five-year (5-year) period after the original twenty (20) years has run.

RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owner, its grantees, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owner of the land hereby restricted, and the grantees, successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said land and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect if breach is committed during their seisin of, or title to said land; and, the owners, their grantees, successors and assigns, and also the owner or owners of any of the land hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages.

DATED this 23rd day of August, 1983.

NORTH STAR DEVELOPMENT COMPANY, INC.

By: Donald K. Gash
Donald K. Gash, President

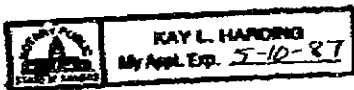
ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.:
COUNTY OF JOHNSON)

On this 23rd day of August, 1983, before me, a notary public in and for said state and county, came Donald K. Gash, President of North Star Development Company, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer and to be the same person who executed, as such officer, the declaration of restrictions on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

Kay L. Harding
Notary Public

My commission expires:



STATE OF KANSAS
COUNTY OF JOHNSON
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BY _____

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DECLARATION OF RESTRICTIONS OF
SUMARLEE ESTATES, A SUBDIVISION
IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS

This declaration is made this 9th day of September,
1983, by North Star Development Company, Inc., a Kansas
corporation, (hereinafter referred to as "Owner").

WHEREAS, North Star Development Company, Inc. is
the owner and developer of certain real property located
in Johnson County, Kansas and is desirous of placing certain
restrictions on the real property described as follows:

All of that land now platted or hereafter
platted as Sumarlee Estates; a subdivision
in Overland Park, Johnson County, Kansas;

WHEREAS, it is the desire and intent of North Star
Development Company, Inc. to restrict the above-described
real property to preserve and enhance the values of the
development and improvements constructed thereon and to
keep its use consistent with the intent of the developer;

NOW, THEREFORE, in consideration of the premises,
North Star Development Company, Inc., for it and its suc-
cessors, transferees, grantees and assigns, does hereby
subject the above-described property to the following res-
trictions:

1. Definitions.

(a) "Lot" shall mean and refer to any separ-
ately numbered tract upon the recorded subdivision
plat;

(b) "Dwelling" or "unit" shall mean and refer to one enclosed living section (normally one-half) of a building situated upon the property designed and intended for use and occupancy as a residence;

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated in the subdivision;

(d) "Developer" shall mean North Star Development Company, Inc.

2. Attached Homes. The real estate above described shall be improved, used and occupied for private residential purposes only. Any residence erected or maintained on any of the lots hereby restricted shall be designated for occupancy by no more than two families. However, this restriction shall not prevent North Star Development Company, Inc. or others authorized by it from erecting temporary buildings and using such temporary buildings or residences for an office, model, sales office or storage purposes during the period of development of said subdivision.

3. Minimum Square Footage. The floor area of the main structure of any unit, exclusive of porches, garages and basement areas, finished or unfinished, shall not be less than 1250 square feet for a one-story residence, two-story or split-level unit. Before construction is

commenced, each builder shall submit form drawings and plans, including elevations, for the structures to be built to North Star Development Company, Inc. for written approval; no construction shall commence until said plans have been approved. Once said form plans have been approved, the builder is not required to obtain approval for each subsequent identical structure. A copy of such form plans showing said approval shall remain on file with North Star Development Company, Inc.

4. Unsightly Projections. No air conditioning apparatus, television or radio antenna, satellite disc, solar panels, basketball goals or other unsightly projections shall be attached or affixed to the front of any dwelling. Any such projections to be attached to the sides or rear of any residence shall not be installed until receipt of prior written consent of developer, its successors, transferees, assignees or authorized representatives.

5. Fences. No fence shall be erected without the prior written consent of developer, its successors, transferees, assignees or authorized representatives. The maximum height of any fence shall be six feet, and the material shall be limited to wood, wrought iron or masonry. No metal, chain link or other similar fences shall be permitted. No dog or animal pens or runs of any kind shall be permitted. Fences shall not be erected in the front or side yards of

the dwellings and shall not be placed farther toward the front of the dwelling than a straight line extended from the rear building line of said dwelling. Any decorative or privacy fence for a side entrance or patio which extends farther than the rear building line shall not be constructed without prior written approval of developer or its successors, transferees, assignees or authorized representatives.

6. Offensive Activities. No business and no noxious or offensive activities shall be carried on upon any lots, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighbors or neighborhood.

7. Outbuildings. Except as hereinbefore provided, no structure of a temporary character, basement, tent, shack, garage, gazebo, storage shed, bar or other outbuilding, other than the attached house itself, shall be erected on any tract, or used for residential purposes, either temporarily or permanently.

8. Awnings, Deck or Patio Coverings, etc. Any window or door awnings, deck or patio roofs, lattices or coverings, clothes lines, stove pipes, exhaust flues, chimneys or any other additions, modifications, alterations or improvements to the grounds or exterior portions of any dwelling shall be prohibited unless prior written consent is obtained from developer or its successors, transferees, assignees or authorized representatives.

9. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance to the neighbors or neighborhood. Each unit shall be limited to two (2) animals.

10. Mailboxes. No mailbox or standard therefor shall be erected without the prior approval of style, construction and location being granted by developer.

11. Lights. No lights or other illumination shall be higher than the attached house on any lot covered by these restrictions without the prior written consent of developer.

12. Exterior Basement Foundations and Walls. All exterior basement foundations and walls which are exposed in excess of twelve inches (12") above final grade level shall be painted the same color as the house, or covered with siding compatible in color and material with the structure.

13. Easements. Developer reserves the right to construct pipelines, sewers, drains, gas, electricity and water lines upon, over and across all easements and rights-of-way shown on the recorded plat.

14. Landscaping and Sod. All lawns shall be fully sodded prior to occupancy of the owner or shall be planted with zoysia strips no farther than twelve inches (12") apart, or zoysia plugs no farther than six inches (6")

apart. Each builder of a unit shall expend a minimum sum of \$100.00 for planting one hardwood tree within the street right-of-way on his side of the lot.

15. Transported Structures. No residential structure which has previously been at another location shall be moved onto any lot in this subdivision without prior written approval of developer.

16. Enforcement. Developer or any owner of any tract, lot or unit in said subdivision shall have the right to seek from any court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce compliance with any of said restrictions, and may bring any other proper legal action at law or equity.

17. Unfinished Structure. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than six months. Further, the owner shall commence construction within six months after purchase of any lot.

In the event of the failure of the owner/builder to comply with this section, the developer has the option to buy the lot, which option shall be exercised by written notice to the owner/builder, and within ten (10) days from

the receipt of such notice said lot shall be conveyed to the developer for a sum equal to the purchase price of the lot together with the direct cost to the owner/builder of any partially completed improvements on the lot. The term "direct cost" shall be interpreted to include such items of direct cost for material and/or labor consumed upon the lot and other items incurred by the owner directly in connection with the construction or partial construction of such improvements but shall not be interpreted to include indirect costs such as overhead and other costs that are attributable to but not directly expended toward the construction. The reimbursement of such costs shall be in addition to the payment of the purchase price of the lot.

18. Required Building Materials and Colors. Exterior walls of all buildings, structures and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, plate glass, masonite, or a combination thereof. Manufactured stone and lava rock for exterior walls is prohibited. Windows, doors and louvers shall be of wood or colored metal and glass. Roofs shall be covered with wood shingles or wood shakes. Any building products which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by the developer. All wood and masonite exteriors, except roofs and shake sidewalls shall

be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the developer. Both exterior portions of a dwelling shall be painted the same color except that the front doors may be a different color.

19. Miscellaneous Restrictions.

(a) Fuel storage tanks are prohibited.

(b) Above ground swimming pools and hot tubs are prohibited.

(c) No automotive repair or rebuilding or any other form of automotive remodeling or refurbishing, whether for hire or otherwise, shall occur on any of the lots hereby restricted except on a noncommercial basis and not for hire within the confines of any enclosed garage built on the said premises and as permitted under the other provisions in these restrictions.

(d) No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description may be stored upon any of the lots hereby restricted, except that such storage shall be permitted within the confines of any building constructed on any of the lots hereby restricted. Nothing in this section, however, shall be construed to prohibit the regular parking of not

more than two (2) automobiles in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the lots hereby restricted.

(e) Motorized vehicles shall not be operated on any vacant lot.

(f) Garage doors shall be kept closed.

(g) No motor vehicles shall be parked in the street for over a twenty-four (24) hour period.

20. Severability. Unenforceability of any one of these covenants by judgment or court order shall in no way affect any of the other terms or provisions of these restrictions, which shall remain in full force and effect.

21. Duration. The above covenants and restrictions shall continue and be in full force and effect until the 31st day of December, 2008, and shall automatically be continued thereafter for successive periods of 25 years each, provided, however, that the then owners of the fee simple title of a majority of the lots situated in said subdivision, may release the land or any part thereof from any one or more of said restrictions, on December 31, 2008, or at any time thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing same in the office of the Register of Deeds of Johnson County, Kansas.

22. Covenants Running with the Land: The provisions of this Declaration of Restrictions shall be deemed to be covenants running with the land and shall be binding upon the above-named developer and all purchasers, successors, transferees, grantees and assigns claiming by, through, or under developer.

23. Homes Association. A Homes Association shall be formed upon recordation with the Register of Deeds a Certificate of Substantial Completion by the developer authorizing formation of the Homes Association.

24. Notices. Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent and received when mailed, postage prepaid to the last known address of the person who appears as an owner on the records of the Register of Deeds of Johnson County, Kansas at the time of such mailing.

IN WITNESS WHEREOF, the undersigned hereby executes this instrument on the day and year first above written.

NORTH STAR DEVELOPMENT
COMPANY, INC.



Donald K. Gash, President

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS, 1
COUNTY OF JOHNSON)

On this 9TH day of September, 1983, before me, a Notary Public in and for said state, personally appeared Donald K. Gash, President of North Star Development Company, Inc., known to me to be the person who executed the within Declaration of Restrictions in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Louise LaBar
Notary Public

My Commission Expires:
7 May 1984

STATE OF KANSAS]
COUNTY OF JOHNSON] SS
FILED FOR RECORD

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RURIE H. SCOTT
REGISTER OF DEEDS

BY _____ DEP