

STATE OF KANSAS  
COUNTY OF JOHNSON } 35  
FILED FOR RECORD

1452473 ✓

THE WOODLANDS

DECLARATION OF RESTRICTIONS

1100 1964 FEB -6 P 4:42 6

RUBIE M. SCOTT  
REGISTER OF DEEDS

BY \_\_\_\_\_ DEF

KNOW ALL MEN BY THESE PRESENTS, that Lynn A. Goodman, Sally N. Goodman, and Dennis R. Duncan, the owners of the real estate situated in the County of Johnson, State of Kansas, described as follows, to-wit:

Lots 1 thru 15, incl. Block 1, Lots 1 thru 5, incl., Block 2 Lots 1, 25, 26, & 27, Block 3, Lots 1 thru 7, incl., and Lots 17 thru 23, incl., Block 4, THE WOODLANDS, 1st PLAT, a subdivision in the City of Leawood, Johnson County, Kansas. do hereby subject the above-described property to the following restrictions.

1. The property shall be occupied and used for single-family residence purposes only; provided, however, this restriction shall not prevent The Woodlands Development Co. or others authorized by it from erecting temporary buildings and using such temporary buildings or residences for offices, sales and storage purposes during the development of said tract.

2. The floor area of the main structure of any residence, exclusive of porches, garages and basement areas, finished or unfinished, shall not be less than 1500 square feet for the ground floor of a one-story or one and one-half story residence; 1200 square feet for the ground floor of a two-story or split-level residence.

3. Before construction is commenced, the builder shall submit the plans, specifications and floor plan showing location of dwelling with respect to topography and finished ground elevation for each structure to The Woodlands Development Co., and no construction shall commence until said plans have been approved by The Woodlands Development Co. A copy of such plans showing said approval shall remain on file with The Woodlands Development Co.

4. No residence erected on any of said lots shall be more than two stories in height, unless consented to in writing by The Woodlands Development Co.

5. No building or part thereof, exclusive of porches, porticoes, stoops, balconies, bay and other windows, caves, chimneys, and similar projections, shall be nearer the street line than the building set back lines shown on said plat. The Woodlands Development Co. must consent to any projection more than 4 feet beyond the building line. The Woodlands Development Co. reserves the right to alter and amend the set back lines and side line restrictions of specific lots (but not to exceed 5 feet), from time to time by filing an appropriate instrument in writing in the Office of the Register of Deeds of Johnson County, Kansas.

6. No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of any residence.

7. No fence may be erected without the prior written consent of The Woodlands Development Co.

8. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance to the neighborhood.

9. Except as herein provided, no structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be erected on any tract, or used for residence purposes, either temporarily or permanently.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and do not constitute a nuisance to the neighborhood. Any greenhouses shall be in the rear of the house.

11. No vehicle, truck, trailer, bus, campers, boat or other apparatus, except passenger automobiles, shall be left or stored on said property, except in an enclosed garage.

12. No television or radio antenna, aerial or dish antenna shall be placed on the exterior of any structure of constructed separately, without the consent of The Woodlands Development

Co. No lights or other illumination shall be higher than the house on any lot covered by these restrictions without the consent of The Woodlands Development Co.

13. 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 with the structure.

14. 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 consent in writing of The Woodlands Development Co. Exploration for or production of oil or gas for either commercial or private purposes will not be permitted except as otherwise authorized by applicable city ordinance.

15. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of The Woodlands Development Co.; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board of each lot or tract as sold and conveyed, which advertising board shall not be more than 5 square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which it is erected.

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

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

(c) 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.

(d) Garage, Porch or Basement Sales: No garage, porch or basement sales may be conducted on any of the lots hereby restricted without prior consent in writing of The Woodlands Development Co.

(e) Dogs Running at Large: Dogs shall be confined. No dogs shall be allowed to run at large on the property hereby restricted.

(f) Exterior Basketball Goals: No exterior basketball goals shall be erected or maintained on any of the lots hereby restricted, without prior consent in writing by The Woodlands Development Co.

(g) Swimming Pools: No above ground swimming pools may be constructed or maintained on any of the lots hereby restricted, without prior consent in writing by The Woodlands Development Co.

17. The Woodlands Development Co. reserves the right to construct pipe lines, sewers and drains upon, over and across all easements and rights of way shown on the recorded plat.

18. The owner of each building site to which these restrictions and covenants apply automatically becomes a member in a Homes Association entity and is to participate in the conduct and operation of the association.

19. All common areas in the subdivision and such improvements placed in the public right-of-ways such as grass, landscaping, plant materials, trees, monument signs and walls shall be maintained by The Woodlands Development Co. until The Woodlands Homes Association is formed under an instrument executed the 10th day of November, 198<sup>3</sup>, entitled Homes Association Declaration, The Woodlands Development Co. After the formation of said Homes Association, it shall maintain the above-described areas, including, but not limited to the mowing, planting, trimming, landscaping of such areas. Common

areas shall include all berm areas, islands and other landscaped areas shown upon the plat not being a part of any particular lot, whether or not the same shall be dedicated to the public. Such areas not dedicated to the public shall be deeded by The Woodlands Development Co. to the Homes Association which shall, in addition to being responsible for maintenance, shall pay all ad valorem and other taxes or assessments levied against such areas. Upon the failure of the Homes Association to properly maintain the same, The Woodlands Development Co. or the City of Leawood may do the necessary maintenance work and assess the Homes Association and/or each of its members for the reasonable expenses of such work, or The Woodlands Development Co. or the City of Leawood, Kansas, may bring an action in any Court of competent jurisdiction requiring such maintenance to be done. The above-named parties, or any owner for the time being of any tract of lot in said subdivision, shall have the right to obtain from any Court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any of said restrictions, and may bring any other proper legal action.

After the formation of The Woodlands Homes Association, The Woodlands Development Co. shall have the right, at its option, to transfer and assign all of the rights of obligations of interpretation, approval and enforcement of the provisions of this Declaration of Restrictions to said Homes Association.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

20. The above covenants and restrictions shall continue and be in full force and effect until the 1st day of October, 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 60% of the front feet of all of the lots herein described, may release the land or any

part of it from any one or more of said restrictions, on October 1, 2008, or at the expiration of any 25-year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same in the Office of the Register of Deeds of Johnson County, Kansas.

The provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon and above-named The Woodlands Development Co., and all persons claiming by, through or under it.

Dated this 10th day of November, 1983.

THE WOODLANDS DEVELOPMENT CO.

By [Signature]  
Lynn A. Goodman

By [Signature]  
Sally N. Goodman

By [Signature]  
Dennis R. Duncan

ATTEST:

(SEAL)

\_\_\_\_\_  
Secretary

STATE OF KANSAS     )  
                              ) SS:  
COUNTY OF JOHNSON )

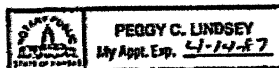
BE IT REMEMBERED that on this 10th day of November, 1983, before me, a Notary Public in and for said County and State, personally appeared Lynn A. Goodman and Sally N. Goodman, husband and wife, who are personally known to me to be the same persons who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as their free act and deed.

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

[Signature]  
Notary Public

My appointment expires:

4-14-87



STATE OF KANSAS     )  
                          ) SS:  
COUNTY OF JOHNSON )

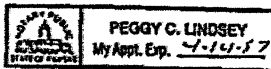
BE IT REMEMBERED that on this 10<sup>th</sup> day of NOVEMBER, 1987, before me, a Notary Public in and for said County and State, personally appeared Dennis R. Duncan, a single man, who is personally known to me to be the same person who executed the above and foregoing instrument in writing, and acknowledged the execution of the same as his free act and deed.

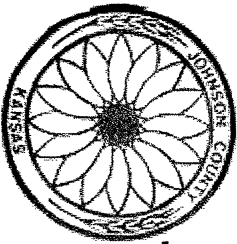
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Peggy C. Lindsey  
Notary Public

My appointment expires:

4-14-87





CUSTOMER RECEIPT - RETRIEVAL SERVICES

Register of Deeds  
Johnson County Recorder

Receipt Number: T20070042946

Customer Name: Lindsay Wood

Date/Time: 10/10/2007 14:10:13

Method Received: Public Access

Transaction Detail

Retrieval Type	Instrument Number	Instrument Type	# Pgs	Cert Copy	# Pages	Total	Copy Fee	Disposition	Subtotal
COPY	198402060514737	Declaration of Restrictions	7	No			\$0.00		\$7.00

AMOUNT DUE: \$7.00

Payment Information

Method of Payment

Payment Control ID

Authorized Agent

Cash Amount \$7.00

AMOUNT PAID: \$7.00  
 LESS AMOUNT DUE: \$7.00  
 CHANGE RECEIVED: \$0.00