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THE WOODLANDS

DECLARATION OF RESTRICTIONS

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

1987 JUL 20 P 3 196

RUBIE M. SCOTT
REGISTER OF DEEDS

BY _____ DEF

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Corporate Homes, Inc., is the owner of the following described real estate situated in Johnson County, Kansas, to-wit:

Lots 3 through 10, inclusive, Block 5, Lots 10 through 33, inclusive, Block 6, Lots 7 through 15, inclusive, Block 7, Lots 1 through 5, inclusive, Block 8, THE WOODLANDS, 5th 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 Corporate Homes, Inc., 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 Corporate Homes, Inc. and no construction shall commence until said plans have been approved by Corporate Homes, Inc. A copy of such plans showing said approval shall remain on file with Corporate Homes, Inc.

4. No residence erected on any of said lots shall be more than two stories in height, unless consented to in writing by Corporate Homes, Inc.

5th Plat
B 5-8

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. Corporate Homes, Inc., must consent to any projection more than 4 feet beyond the building line. Corporate Homes, Inc., 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 Corporate Homes, Inc.

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 out-building 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 pet 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, camper, 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 or constructed separately, without the consent of Corporate Homes,

Inc. No lights or other illumination shall be higher than the house on any lot covered by these restrictions without the consent of Corporate Homes, Inc.

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. ~~A 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 Corporate Homes, Inc. 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 Corporate Homes, Inc. 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 Corporate Homes, Inc.

(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 Corporate Homes, Inc.

(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 Corporate Homes, Inc.

17. Corporate Homes, Inc. 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 Corporate Homes, Inc. until The Woodlands Homes Association is formed under an instrument executed the 10th day of November, 1983, entitled Homes Association Declaration, Corporate Homes, Inc. 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 Corporate Homes, Inc. to the Homes Association which shall, in addition to being responsible for maintenance, shall pay all ad valorem and other taxes or assessment levied against such areas. Upon the failure of the Homes Association to properly maintain the same, Corporate Homes, Inc. 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 Corporate Homes, Inc. 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, Corporate Homes, Inc. 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 judgement or court order shall in no way 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 restric-

tions, 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
the above-named Corporate Homes, Inc., and all persons
claiming by, through or under it.

CORPORATE HOMES, INC.

BY Lynn A. Goodman
Lynn A. Goodman

BY Dennis R. Duncan
Dennis R. Duncan

BY G. Michael Welch
G. Michael Welch

BY Richard L. Winders
Richard L. Winders

BY Roger Reese
Roger Reese

STATE OF KANSAS)
COUNTY OF JOHNSON) SS:

BE IT REMEMBERED that on this 16 day of January,
1987, before me, a Notary Public in and for said County and
State, personally appeared Lynn A. Goodman, Dennis R. Duncan,
G. Michael Welch, Richard L. Winders, Roger Reese, who are
personally known to me to be the same persons who executed
the above and foregoing instrument in writing, and acknow-
ledged 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.

TAMARA D. ROBINS
NOTARY PUBLIC
STATE OF KANSAS
My App. Exp. 1-16-90

Tamara D. Robins
Notary Public

My appointment expires:

January 16, 1990