

DECLARATION OF RESTRICTIONS AFFECTING

LOTS 1 - 15 OF OAKVIEW PLACE

WHEREAS, QUIVIRA LAND LTD., a Kansas corporation of Johnson County, Kansas, has heretofore executed a plat of Lots 1 through 15, Oakview Place, a subdivision of land in Overland Park, Johnson County, Kansas, which plat has been filed for record on 12/28/76, as File Number 1088343, in Plat Book 41, at Page 17, in the office of the Register of Deeds of Johnson County, Kansas and have heretofore dedicated to the public the Streets and Roads shown thereon for street purposes.

NOW, THEREFORE, in consideration of the premises, for itself and for its successors and assigns, and for its future grantees, hereby declares that Lots 1 through 15, Oakview Place, as shown on the aforesaid plat, shall be and the same are hereby restricted as to their use in the manner set forth.

DEFINITION OF TERMS USED.

For the purpose of these restrictions, the word "street" shall mean any Street or Road of whatever name is shown on said plat of Oakview Place.

The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any lot as platted or any tract or tracts of land as conveyed, which may consist of one or more lots or part of parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. A corner lot shall be deemed to be any lot as platted or any tract of land as conveyed having more than one street contiguous to it. The street upon which the lot or part thereof fronts, as hereinafter provided, shall be deemed to be the front street and any other street contiguous to any such lots shall be deemed to be a side street.

PERSONS BOUND BY THESE RESTRICTIONS.

All persons and corporations 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 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 time ending on January 1, 1997, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION 1. USE OF LAND

None of said lots may be improved, used or occupied for other than private residence purposes, and no flat or apartment house, although intended for residence purposes, may be erected thereon. Any residence erected or maintained

o.. any of said lots shall be designed for occupancy by a single family.

## SECTION 2. FRONTAGE OF LOTS

For the purpose of these restrictions, the following lots or part or parts thereof, as indicated in this Section, shall be deemed to front on the street or streets designated, as follows:

Lots 1 - 15 inclusive, Oakview Place, on 99th Terrace

## SECTION 3. FRONTAGE OF RESIDENCES ON STREET

Any residence erected wholly or partially on any of the following lots or on any part or parts thereof, as indicated in this Section, shall front or present a good frontage on the street or streets designated and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lot, it shall mean that the residence shall front or present a good frontage on the street or streets designated, as follows:

Lots 1 - 15 inclusive, Oakview Place, on 99th Terrace

It is provided, however, that if any part less than the whole of any corner lot is acquired by the owner of an inside lot contiguous to said corner lot, the, as to the part of such corner lot so acquired, the provisions hereof requiring a residence erected on a corner lot to front or present a good frontage on two or more streets shall not be operative, but the part of the corner lot so acquired shall be deemed to be a part of the inside lot to which it is contiguous, as to the restrictions governing the frontage of the residence on the street, and said part of any such corner lot so acquired shall be subject to the restrictions applicable to the inside lot.

## SECTION 4. PERMITTED HEIGHT OF RESIDENCES

Any residence erected on any of said lots shall not be more than two stories in height, provided that a residence more than two stories in height may be erected on any of said lots with the consent in writing of Quivira Land Ltd.

## SECTION 5. REQUIRED SIZE OF RESIDENCES

Any residence one story in height erected on any of said lots shall contain a minimum of 1,200 square feet of enclosed floor area. Any residence more than one story in height erected on any of said lots shall contain a minimum of 1,200 square feet of enclosed floor area, of which at least 900 square feet shall be on the first floor.

The word "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floors of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence, and shall not mean or include any area in basement, garages, porches or attic. Quivira Land Ltd. shall have and hereby reserves the right to reduce the floor

area requirements set forth above, provided the total reduction for any one residence may not exceed 20 percent of such minimum floor area requirement for such residence.

SECTION 6. GROUND FRONTAGE REQUIRED

Any residence erected on any of said lots, or on any part or parts thereof shall have appurtenant thereto, not occupied by any other residence, at least the number of feet of frontage of ground fronting on the street upon which the lot or part or parts thereof fronts, as hereinafter provided:

Lot #1	120 feet
2	70 feet
3	70 feet
4	70 feet
5	70 feet
6	64 feet
7	39 feet
8	39 feet
9	39 feet
10	39 feet
11	90 feet
12	70 feet
13	70 feet
14	80 feet
15	135 feet

The required frontage herein specified is to be measured in all cases on the front line of the lot. It is provided, however, that Quivira Land Ltd. shall have and does hereby reserve the right, with the consent in writing of the record owner of the fee simple title to any such lot, change any required frontage herein provided for; provided, however, that no change may be made at any time which will reduce the required frontage of land to be used and maintained with any residence that may be erected thereon, more than 10 feet below the minimum number of feet required for each residence as set forth above.

SECTION 7. SETBACK OF RESIDENCES FROM STREET

No part of any residence, except as hereinafter provided, may be erected or maintained on any of said lots nearer to the front street or the side street than is the front building line or the side building line shown on said plat of Oakview Place on the lot or lots on which such residence is erected, provided that Quivira Land Ltd. shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such lot, change any building line that is shown on said plat on any such lot or lots; provided however, that no change may be made at any time which will permit the erection or maintenance of any residence on any lot, exclusive of those projections hereinafter set forth more than 10 feet nearer to the front street or 5 feet nearer to the side street than is the front building line or the side building line shown on said plat on such lot or lots.

Those parts of the residence which may project to the front of and be nearer to the front street and the side street than the front building line or the side building line shown on said plat, and the distance which each may project are as follows:

(a) Window Projections: Bay, bow or oriel, former and other projecting windows not exceeding one story in height may project beyond the front building lines and the side building lines not to exceed 2 feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets pilaster, grillework, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and the side building lines not to exceed 2 feet.

(c) Vestibule Projections: Any vestibule not more than one story in height may project beyond the front building lines and side building lines not to exceed 2 feet.

(d) Porch Projections: Unenclosed, covered porches, balconies and porcheres may project beyond the front building lines not to exceed 6 feet.

#### SECTION 8. FREE SPACE REQUIRED.

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered but exclusive of all other projections set forth above in Section 7, erected or maintained on any of said lots shall not occupy more than 80 percent of the width of the lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plat, or on such front building line produced to the side lines of the lot, whichever line is of greater length; and any such residence exclusive of those projections specifically referred to in subparagraphs (a) and (b) of Section 7 hereof, shall be set back at least 7 feet from both of the side lines of the lot on which such residence is erected.

It is provided, however, that the maximum width of any residence which may be erected on any of the said lots may, with the consent in writing of Quivira Land Ltd. be increased by not to exceed 10 percent of the width of any such lot measured as above provided. It is further provided that the required setback from the side lines of the lot as herein provided may, with the consent in writing of Quivira Land Ltd. be reduced by not to exceed  $33\frac{1}{3}\%$  of the amount of such required setback; provided, however, that this reservation shall in no way whatsoever affect the provision relative to the change in said building lines as set forth in Section 7 herein.

In case the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this Section shall be construed accordingly and if any residence of the maximum width is built or maintained on any such lot, then thereafter the frontage used may not be reduced on any such lot as long as said residence is maintained thereon and the same provision shall apply as to the location of any residence with respect to the side lines of the lot.

The used frontage may be reduced at any time by the conveyance of a part of the lot, provided, that it be not reduced below the minimum number of feet required with any residence of a width that might be then erected thereon based on the provisions of this Section; and provided further that in no case may it be reduced below the minimum required frontage specified by Section 6 hereof.

SECTION 9. OUTBUILDINGS PROHIBITED.

No outbuilding or other detached structure appurtenant to the residence may be erected on any of said lots without the consent in writing of Quivira Land Ltd.

SECTION 10. OVERHEAD WIRES PROHIBITED.

No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any of said lots without the consent in writing of Quivira Land Ltd.

SECTION 11. OUTSIDE ANTENNA PROHIBITED.

No radio or television transmitting or receiving antenna may be erected or maintained outside of any residence on any of said lots without the consent in writing of Quivira Land Ltd.

SECTION 12. PERGOLAS PROHIBITED.

No pergola or any detached structure for purely ornamental purposes may be erected on any part of any of said lots without the consent in writing of Quivira Land Ltd.

SECTION 13. OIL TANKS PROHIBITED

No tank for the storage of fuel may be maintained above the surface of the ground on any of said lots without the consent in writing of Quivira Land Ltd.

SECTION 14. LIVESTOCK AND POULTRY PROHIBITED.

No livestock or poultry may be kept or maintained upon any of said lots without the consent in writing of Quivira Land Ltd.

SECTION 15. BILLBOARDS PROHIBITED.

No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any of said lots without the consent in writing of Quivira Land Ltd. provided however that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than 5 feet square 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.

SECTION 16. DURATION OF RESTRICTIONS.

7  
Each of the restrictions herein set forth shall continue and be binding upon Quivira Land Ltd. and upon its successors and assigns, until January 1, 1997 and shall automatically be continued thereafter for successive periods of twenty-five years each provided, however, that the owners of the fee simple title to more than 75 percent of the front feet of all the lots hereby restricted, as shown on the aforesaid plat of Oakview Place, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth on January 1, 1997 or at the end of any successive twenty five year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds, Johnson County, Kansas prior to January 1, 1997 or at least five years prior to the expiration of any successive twenty five year period after January 1, 1997.

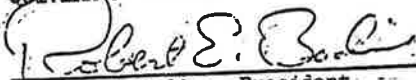
SECTION 17. RIGHT TO ENFORCE.

The restrictions herein set forth shall run with the land and bind the present owner and its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of the lots hereby restricted, and with its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land; and Quivira Land Ltd., its successors and assigns and also the owner or owners of any of the lots 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; and failure of Quivira Land Ltd., its successors or assigns, or of any owner or owners of any lot or lots in this subdivision, to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter, Quivira Land Ltd. may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservation and privileges herein reserved by it, and upon such assignment of conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights or any one or more of them at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, QUIVIRA LAND LTD., by the authority of its Board of Directors, has caused these presents to be executed by its President and its corporate seal to be hereto affixed this 29th day of August.

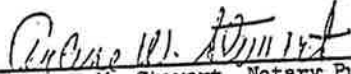
QUIVIRA LAND LTD.

  
Robert E. Bodine, President

7  
STATE OF KANSAS )  
COUNTY OF JOHNSON ) SS:

BE IT REMEMBERED that on this 29th day of August, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROBERT E. BODINE, PRESIDENT OF QUIVIRA LAND LTD., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

  
Arlene W. Stewart, Notary Public  
within and for said County and State

My commission expires:

May 16, 1978

