

1194093  
DECLARATIONS OF RESTRICTIONS

WHEREAS, L & A DEVELOPMENT COMPANY, a Joint Venture of G. A. L. CORPORATION and ALPERT CONSTRUCTION CO., INC., the owner of the real estate situated in the County of Johnson, State of Kansas, described as follows, to-wit:

LOTS 1 to 17, both inclusive, in BLOCK 1; LOTS 1 to 9, both inclusive, in BLOCK 2; LOTS 1 to 4, both inclusive, in BLOCK 3; LOTS 1 to 17, both inclusive, in BLOCK 4; LOTS 1 to 21, both inclusive, in BLOCK 5; LOTS 1 to 24, both inclusive, in BLOCK 6; LOTS 1 to 20, both inclusive in BLOCK 7; LOTS 1 to 21, both inclusive, in BLOCK 8; LOTS 1 to 19, both inclusive, in BLOCK 9; LOTS 1 to 24, both inclusive, in BLOCK 10; Tract D, except that part described as follows: commencing at the Southeast corner of said Tract "D"; thence S 86° 14' 01" W, along the South line of said Tract "D", a distance of 556.39 feet, to the true point of beginning of subject tract; thence continuing S 86° 14' 01" W, along the South line of said Tract "D", a distance of 342 feet, to a point of curvature; thence Westerly and Northwesterly, along the South Line of said Tract "D", said line being on a curve to the right, having a radius of 2714.93 feet and a central angle of 26° 54' 33", a distance of 1275.07 feet; thence N 23° 08' 34" E, a distance of 10 feet, to a point on the Northerly line of said Tract "D"; thence Southeasterly and Easterly, along the Northerly line of said Tract "D", said line being on a curve to the left, having a radius of 2704.93 feet, a central angle of 26° 54' 33" and whose initial tangent bearing is S 66° 51' 26" E, a distance of 1270.38 feet, to a point of tangency; thence N 86° 14' 01" E, a distance of 342 feet; thence S 3° 45' 59" E, a distance of 10 feet, to the true point of beginning of subject tract; and Tract E, of SUMMERFIELD, a subdivision in the City of Overland Park, Johnson County, Kansas,

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which has been filed for record in the office of the Register of Deeds of Johnson County, Kansas, on June 16, 1978, as File Number 1172572, in Plat Book 44, at Pages 40 and 41, 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 the above Lots in SUMMERFIELD, 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, Terrace or Road of whatever name as shown on said plat of SUMMERFIELD.

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

SUMMERFIELD

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 or parts of one or more lots or tracts as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. 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, 2003, 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 on any of said lots shall be designed for occupancy by a single family; provided, however, this restriction shall not prevent L & A Development Company or others authorized by it from erecting temporary buildings and using such temporary buildings or residences for office, exhibition, sales, model, and storage purposes during the development of said tract.

#### SECTION 2. REQUIRED SIZE OF RESIDENCES.

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 1200 square feet for a one-story residence; 1400 square feet for a two-story residence or split level residence; or 1200 square feet for a one and one-half story residence with at least 900 square feet being on the first floor. Before construction is commenced, the builder shall submit the plans for each structure to the L & A Development Company, and no construction shall commence until said plans have been approved by L & A Development Company. A copy of such plans showing said approval shall remain on file with L. & A. Development Company.

#### SECTION 3. SETBACK OF RESIDENCES FROM STREET.

No part of any residence, except as hereinafter provided, may

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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 SUMMERFIELD on the lot or lots on which such residence is erected, provided that L & A Development Company shall have and does hereby reserve the right in the sale and conveyance of any of said lots to change any building line shown thereon, and may at any time thereafter with the consent in writing of the then 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, or which may be established by it in such sale or conveyance, 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. Reference is made herein to front and side building lines for the purpose of determining the location of any residence with reference to the adjoining street or streets, and in case of relocation of any of said streets, changes may be made by L & A Development Company in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets than are the building lines shown on said plat with reference to the present location of said streets, and provided, further, that L & A Development Company shall have and does hereby reserve the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on said plat, and further provided that the widening of any of said streets shall not, for the purpose of these restrictions, be deemed a relocation of such streets.

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 lines and the side building lines shown on said plat, and the distance which each may project, are as follows:

(a) Window Projections: Bay, bow, or oriel, dormer 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, stoups, balconies and porte cocheres may project beyond the front building lines not to exceed 6 feet.

#### SECTION 4. 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 3, 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 as established by L & A Development Company in the conveyance of such lot, 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 paragraphs (a) and (b) of Section 3 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 L & A Development Company, be reduced by not to exceed 33-1/3 percent of the 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 3 herein.

#### SECTION 5. EXTERIOR COVERINGS.

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.

#### SECTION 6. USE OF EASEMENTS.

L & A Development Company 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.

**SECTION 7. USE OF 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 the L & A Development Company.

**SECTION 8. AIR CONDITIONING APPARATUS.**

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

**SECTION 9. FENCES.**

No fence may be erected without the prior written consent of L & A Development Company.

**SECTION 10. RESIDENTIAL BUSINESS PROHIBITED.**

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 may become an annoyance to the neighborhood, provided however, that this section shall not restrict those uses reserved by L & A Development Company in Section 1 hereof.

**SECTION 11. TEMPORARY STRUCTURES PROHIBITED.**

Except as hereinbefore provided, no structure of a temporary character, basement, tent, shack, garage, bar or other outbuilding shall be erected on any tract, or used for residence purposes, either temporarily or permanently without the consent in writing of the L & A Development Company.

**SECTION 12. LIVESTOCK PROHIBITED.**

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.

**SECTION 13. VEHICLES PROHIBITED.**

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, without the consent in writing of the L & A Development Company.

SECTION 14. 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 the L & A Development Company.

SECTION 15. 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 by L & A Development Company.

Section 16. 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 by L & A Development Company.

SECTION 17. OIL TANKS PROHIBITED.

No tank for the storage of fuel may be maintained above the surface of the ground on any of said lots.

SECTION 18. 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 the L & A Development Company, 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 19. DURATION OF RESTRICTIONS.

Each of the restrictions herein set forth shall continue and be binding upon L & A Development Company and upon its successors and assigns, until January 1, 2003, 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 seventy-five percent (75%) of the front feet of all the lots hereby restricted, as shown on the aforesaid plat of SUMMERFIELD, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth on January 1, 2003, 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, 2003, or at least five years prior to the expiration of any successive twenty-five year period after January 1, 2003.

SECTION 20. RIGHT TO ENFORCE.

The restrictions herein set forth shall run with the land and bind the present owner 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 L & A Development Company, 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 L & A Development Company, 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, L & A Development Company may, by appropriate agreement made expressly for that purpose, assign, or convey to any person or corporation all of the rights, reservations 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.

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.

Dated this 6th day of October, 1978.

L & A DEVELOPMENT COMPANY  
By G.A.L. CORPORATION

By /s/ George Lieberman  
George Lieberman, President

/s/ Garry Calvin  
Garry Calvin, Assistant Secretary

ALPERT CONSTRUCTION CO., INC.

By /s/ Donald D. Alpert  
Donald D. Alpert, President

/s/ Jeffrey S. Alpert  
Jeffrey S. Alpert, Secretary

STATE OF KANSAS )  
 ) ss  
COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this 5<sup>th</sup> day of October, 1978, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came GEORGE LIEBERMAN, President of G.A.L. CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Kansas, and GARRY CALVIN, Assistant Secretary of said Corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Corporation, and such persons 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 official seal the day and year last above written.



MY COMMISSION EXPIRES:

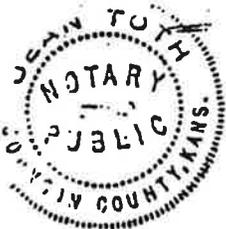
Nov 30, 1978

Jean Toth  
Notary Public

STATE OF KANSAS )  
 ) ss  
COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this 5<sup>th</sup> day of October, 1978, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DONALD D. ALPERT, President of Alpert Construction Co., Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Kansas, and JEFFREY S. ALPERT, Secretary of the said Corporation who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said Corporation, and such persons 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 official seal the day and year last above written.



MY COMMISSION EXPIRES:

Nov 30, 1978

Jean Toth  
Notary Public

