

LEAWOOD SOUTH  
FIFTH PLAT  
DECLARATION OF RESTRICTIONS

THIS DECLARATION WITNESSETH THAT:

WHEREAS, CENTRAL ESTATES, INC., a Kansas corporation, is the owner of Lots 1 through 14, inclusive, Block 1, and Lots 1 through 9, inclusive, Block 2, Fifth Plat, Leawood South, a subdivision in the City of Leawood, Johnson County, Kansas, as the same are shown by the recorded plat thereof filed July 27, 1977, as instrument number 1119878 in Book 42, at page 32, in the office of the Register of Deeds of Johnson County, Kansas, and

WHEREAS, CENTRAL ESTATES, INC., now desires to place certain restrictions upon all of said lots for the use and benefit of itself and for the use and benefit of its future grantees.

NOW, THEREFORE, CENTRAL ESTATES, INC., for and in consideration of the benefits to itself, its successors and assigns, and its future grantees, does hereby declare that Lots 1 through 14, inclusive, Block 1, and Lots 1 through 9, inclusive, Block 2, Fifth Plat, Leawood South, a subdivision in the City of Leawood, Johnson County, Kansas, shall be and the same hereby are restricted as to their use in the manner hereinafter set forth:

1. Definition of Terms Used. For the purpose of these Restrictions, the word "street" shall mean any street, road, terrace, drive, circle or boulevard.

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

The word "lot" as used herein 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 a part or parts of one or more lots as platted, and upon which a residence may be erected in

accordance with the restrictions herein contained. A corner lot shall be deemed to be any lot having more than one street contiguous to it.

2. Use of Land. None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no duplex, flat or apartment house, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designated for occupancy by a single family. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot covered by these Restrictions shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of a temporary character be erected on any of said lots or used for human habitation.

3. Building Material Requirements. Exterior walls of all buildings, structures and all appurtenances thereto shall be of brick, stone, stucco, wood, shingles, wood siding, wood paneling, glass blocks or any combination thereof. Windows, doors and louvers shall be of metal or wood and glass. Roofs with a pitch of three (3) inches or more per foot shall be covered with wood shingles, wood shakes, asbestos shingles, slate or tiles. Flat roofs, or roofs with a pitch of less than three (3) inches per foot, shall be covered with tin, built up asphalt, wood shingles, wood shakes, asbestos shingles, slate or tile. All wood exteriors, except roofs and shake side walls, shall be covered with not less than two (2) coats of high quality paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) 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 three (3) months.

4. Area. No dwelling shall be constructed or permitted to remain upon any lot in this subdivision unless it meets the following ground floor area requirements:

A. One story dwellings must have a ground floor area of not less than 1400 square feet.

B. One and one-half story dwellings and two story dwellings must have a ground floor area of not less than 1000 square feet.

In the computation of ground floor area, the same shall not include any porches or attached garages.

Toilets must be an integral part of any dwelling constructed or permitted to remain upon any lot in this subdivision.

5. Approval of Buildings. No residence building, out-building or other structure may be erected upon or moved onto any lot hereby restricted unless and until the building plans, specifications, exterior color scheme, materials, location, elevation and grade thereof have been submitted to and approved by CENTRAL ESTATES, INC., in writing; nor shall any change or alteration in said building plans, specifications, exterior color scheme, materials, location, elevation and grade thereof be made until such change or alteration has been submitted to CENTRAL ESTATES, INC., and approved by it in writing. Anything in this Declaration to the contrary notwithstanding, CENTRAL ESTATES, INC., its successors and assigns, shall have and do hereby reserve the right to determine the location of all buildings upon a respective lot or lots and the relation of the top of the foundation of said building to the street level. If CENTRAL ESTATES, INC., fails to approve or disapprove of any such building plans, specifications, exterior color scheme, materials, location, elevation and grade thereof within thirty (30) days after submission, and if no suit to enjoin the erection of such building or the making of any alteration thereto has been commenced prior to completion thereof, such approval shall not be required and this restriction shall be deemed to have been fully complied with. CENTRAL ESTATES, INC., shall not be liable for any approval, disapproval or failure

to approve hereunder and any such approval, disapproval or failure to approve given shall not be considered as a waiver of any requirements of or any restriction in this Declaration of Restrictions. Nothing herein contained shall in any way be deemed to prevent any of the owners of any lot within Leawood South from maintaining any action relating to improvements within Leawood South as he would otherwise be entitled to maintain.

6. Fences. No fences, walls or enclosures of any type or nature whatsoever shall be constructed, erected or placed upon any of the lots restricted hereby without the written consent of CENTRAL ESTATES, INC. No fences, walls or enclosures may be erected on any side or real lot lines which abut a golf course.

7. Set-back Requirements. Ground Frontage. No residence or other structure shall be located closer to any street than the front building lines shown on the plat; provided, however, that CENTRAL ESTATES, INC., shall have and does hereby reserve the right and power to permit such distance to be reduced to not less than twenty-five (25) feet, and provided further that in the event the City of Leawood or its political successor shall alter the zoning requirements so as to reduce the minimum building set-back lines with respect to any of the lots covered by said plat, the front building lines shall be deemed to have altered to conform thereto. No residence or other structure shall be erected upon any lot hereby restricted having a width of less than one hundred (100) feet at the front building set-back line; provided, however, CENTRAL ESTATES, INC., shall have and does hereby reserve the right and power to reduce such frontage to the extent it deems such reduction to be desirable. The exercise by CENTRAL ESTATES, INC., of the powers to modify set-back requirements or ground frontages with respect to any one lot hereby restricted, shall not in any way limit the right to CENTRAL ESTATES, INC., to exercise such powers or to refuse to exercise such powers with respect to any other lot hereby restricted, nor shall the refusal of CENTRAL ESTATES,

INC., to exercise such powers with respect to any one lot inhibit or limit its right and power to thereafter exercise such powers with respect to any other lot.

8. Buildings or Uses Other Than for Residential Purposes.  
Noxious Activities. No building or structure of any sort may ever be placed, erected, or used for business, professional, trade or commercial purposes on any lot hereby restricted. No noxious or offensive trade or activity shall be carried on on any lot hereby restricted, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any such lot, nor shall anything ever be done which may be or become an annoyance or a nuisance to the neighborhood.

9. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot hereby restricted except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than two dogs, or more than six rabbits be maintained on any one lot at any one time.

10. Mailboxes. Signs. Mailboxes shall be grouped in locations to be determined by CENTRAL ESTATES, INC. No sign of any kind or description shall be placed, exposed to view, or permitted to remain on any lot, or any street adjacent thereto, except street markets, traffic signs and other signs displayed by the City of Leawood or by other governmental units or by any homes association established by CENTRAL ESTATES, INC., and signs not exceeding one hundred (100) square inches in area upon which there shall be exhibited the street number or name or both of the resident. In the event that any sign other than those described above shall be placed or exposed to view on any of the lots restricted hereby, the officers or agents of CENTRAL ESTATES, INC., are hereby given the right to enter upon any such lot and remove such signs.

11. Easements for Public Utilities. CENTRAL ESTATES, INC., shall have and does hereby reserve the right to locate, erect,

construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant rights of way or easements therefor over and upon any part of any lot hereby restricted. No water from roof and downspouts, basement garage drains, or surface drainage shall be placed in or connected to any sewer line nor shall any other connection of any kind be made to a sewer line without the express written approval of CENTRAL ESTATES, INC., its successors or assigns.

12. Right to Enforce. The Restrictions herein set forth shall run with the land and shall bind the present owner, 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 to observe said restrictions as to the use of said lots and the construction of improvements thereon. No restriction herein set forth shall be personally binding upon any corporation, person or persons except in respect to breaches committed during its, his, her or their seizin of title to said lots. CENTRAL ESTATES, INC., 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 any ordinary legal action for damages, and the failure of CENTRAL ESTATES, INC., its successors or assigns, or any owner or owners of any lot hereby restricted 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. CENTRAL ESTATES, INC., may by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation, all of the rights, reservations, and privi-

leges herein reserved by or granted to it, and 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 or manner as those directly reserved by or granted to them in this instrument.

13. Modification of Restrictions. The covenants, restrictions and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect until November 1, 1997, at which time said covenants, restrictions and provisions shall automatically be extended for successive periods of five (5) years each, unless such covenants, restrictions and provisions are amended, modified or changed or cancelled, in whole or in part, by written agreement signed by the owner or owners of more than fifty percent (50%) of the lots hereby restricted and recorded in the office of the Register of Deeds of Johnson County, Kansas, at least one (1) year prior to the original expiration date or to a subsequent expiration date, whichever is applicable. Provided, however, said covenants, restrictions and provisions may be amended, modified, changed or cancelled, in whole or in part, at any time prior to November 1, 1997, by written instrument signed by both the owner or owners, (including therein CENTRAL ESTATES, INC., if it then be an owner) of fifty percent (50%) of the lots hereby restricted and by CENTRAL ESTATES, INC., and recorded in the office of the Register of Deeds of Johnson County, Kansas, said instrument to be effective upon the date of its recording. Provided, further, in determining the fifty percent (50%) of lot ownership required by this paragraph, lots which are then subject to a mortgage or deed of trust shall not be counted in determining such ownership unless the holder of such mortgage or deed of trust shall consent to such action in a writing properly acknowledged and filed for record in the office of the Register of Deeds of Johnson County, Kansas.

14. Separability. Invalidation of any restrictions set forth herein or any part thereof by an order, judgment or decree

of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, but they shall remain in full force and effect.

IN WITNESS WHEREOF, CENTRAL ESTATES, INC. has caused this instrument to be executed this 14<sup>th</sup> day of February, 1977.

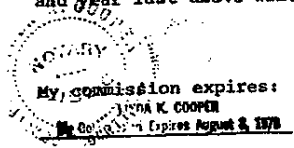


CENTRAL ESTATES, INC.  
By J. L. Gumbiner  
J. L. Gumbiner, Vice President

STATE OF MISSOURI )  
COUNTY OF JACKSON ) SS

On this 14<sup>th</sup> day of February, 1977, before me appeared J. L. Gumbiner, to me personally known, who being by me duly sworn did say that he is a Vice President of CENTRAL ESTATES, INC., a corporation, that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J. L. GUMBINER acknowledged the said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.



Linda K. Cooper  
Linda K. Cooper, Notary Public

STATE OF KANSAS }  
COUNTY OF JOHNSON } ss  
FILED FOR RECORD

1977 JUL 28 AM 9 46 A

MARGUERITE M. BRENNER  
REGISTER OF DEEDS  
BY \_\_\_\_\_ DEP.