

RECORDED  
IN THE OFFICE OF THE  
REGISTER OF DEEDS  
JOHNSON COUNTY, KANSAS  
30-7189-2

1505760 ✓

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

DECLARATION OF RESTRICTIONS

1984 DEC -6 A 10: 23 6

AFFECTING BLOCK 31, LEAWOOD SOUTH, SEVENTH PLAT

RUBIE M. SCOTT  
REGISTER OF DEEDS

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

WHEREAS, J. C. NICHOLS COMPANY, a Missouri corporation, its business address is 310 Ward Parkway, Kansas City, Missouri, authorized to transact business in the State of Kansas, has heretofore executed a plat of BLOCK 31, LEAWOOD SOUTH, SEVENTH PLAT, which plat was recorded on November 13, 1984, under Document No. 1502221, in Book 57 of Plats, at Page 48, in the office of the Register of Deeds of Johnson County, Kansas, and said Company has heretofore dedicated to the public the streets and terraces for street purposes as shown on said plat; and

WHEREAS, J. C. NICHOLS COMPANY is the owner of all of the lots shown on the aforesaid plat of LEAWOOD SOUTH, SEVENTH PLAT, and now desires to place certain restrictions on said lots owned by it, which restrictions shall be for the use and benefit of the present owner thereof and its future grantees.

NOW, THEREFORE, in consideration of the premises, J. C. NICHOLS COMPANY, for itself and for its successors and assigns, and for its future grantees, hereby declares that Lots 1 to 10, both inclusive, in Block 31, of LEAWOOD SOUTH, SEVENTH PLAT, as shown on the aforesaid plat shall be and are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED.

For the purpose of these restrictions, the word "street" shall mean Pawnee Lane which is shown on said plat of LEAWOOD SOUTH, SEVENTH PLAT.

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 or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from J. C. Nichols Company, or from its successors and assigns. The street upon which the lot or part thereof fronts, as hereinafter provided, shall be deemed to be the front 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 to 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, 2009, 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 nor 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 that these restrictions shall not prevent the J. C. Nichols Company or others authorized by it in writing, from erecting and maintaining temporary buildings, residential sales offices, model homes or exhibition homes during the development of LEAWOOD SOUTH, SEVENTH PLAT.

**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 streets designated, as follows:

In Block 31:

Lots 1 to 10, both inclusive, on Pawnee Lane.

**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 on Pawnee Lane, as follows:

In Block 31:

Lots 1 to 10, both inclusive, on Pawnee Lane.

**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 J. C. Nichols Company.

SECTION 5. REQUIRED SIZE OF RESIDENCES.

Any residence one story in height erected on any of said lots shall contain a minimum of 1,400 square feet of enclosed floor area. Any residence one and one-half stories in height erected on any of said lots shall contain a minimum of 1,400 square feet of enclosed floor area, all of which area shall be on the first floor. Any residence two stories in height erected on any of said lots shall contain a minimum of 1,600 square feet of enclosed floor area, of which at least 1,000 square feet shall be on the first floor.

The words "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 areas in basement, garages, porches or attic. J. C. Nichols Company 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 requirements for such residence, and provided further that written approval of any such reduction is obtained from the City of Leawood.

SECTION 6. LOT AREA REQUIRED.

No residence may be erected or maintained on any lot, or on any part or parts thereof, which makes provision for less than 12,000 square feet of lot area, without the prior written consent of J. C. Nichols Company and the City of Leawood.

SECTION 7. GROUND FRONTAGE REQUIRED.

Any residence erected or maintained on any of said lots, or on any part or parts thereof, shall have appurtenant thereto, not occupied by any other residence, at least 100 feet of frontage of ground fronting on the street upon which the lot or part or parts thereof fronts. The required frontage herein specified is to be measured in all cases on the front building line of the lot as shown on the aforesaid plat, or as established by J. C. Nichols Company or by the City of Leawood, or on such front building line produced to the side lines of the lot, whichever is of greater length.

It is provided, however, that J. C. Nichols Company shall have and does hereby reserve the right in the sale and conveyance of any of said

lots to reduce the required frontage to be used with any residence on any lot, 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 such required frontage as herein provided for, or which may in such sale and conveyance be established by it; 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; provided, further, that consent for reduction of said required frontage below 100 feet measured on the front building line of the lot shall also be obtained from the City of Leawood.

**SECTION 8. SETBACK OF RESIDENCE 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 than is the applicable building line shown on said plat of Leawood South, Seventh Plat on the lot or lots on which such residence is erected, provided that J. C. Nichols 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 lot change any building line that is shown on said plat on such lot, or which may be established by it in a 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 more than 10 feet nearer to the front street than is the applicable building line shown on said plat on such lot. Reference is made herein to building lines for the purpose of determining the location of any residence with reference to the adjoining street, and in case of relocation of said street, changes may be made by J. C. Nichols Company in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of said street than are the building lines shown on said plat with reference to the present location of said street, and provided, further, that J. C. Nichols 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 said street shall not, for the purpose of these restrictions, be deemed a relocation of said street.

The rights hereinabove reserved to J. C. Nichols Company to change the location of the building lines shown on said plat shall be exercised only after the proposed change shall have been approved by the City of Leawood.

Those parts of the residence which may project to the front of and be nearer to the front 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 and stairway landings not exceeding one story in height may project beyond the front building lines and side building lines not to exceed 3 feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grille work, 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 4 feet.

(c) Vestibule Projections: Any vestibule not more than one story in height may project beyond the front building lines and the side building lines not to exceed 5 feet.

(d) Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building lines not to exceed 6 feet; or corner lots unenclosed, covered porches, balconies and porte cocheres may project beyond the side building lines not to exceed 6 feet.

**SECTION 9. FREE SPACE REQUIRED.**

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, erected or maintained on any of said lots shall not occupy more than 75 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 J. C. Nichols 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 the main body of any such residence (as defined above) shall be set forth at least 10 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 J. C. Nichols Company, 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 both J. C. Nichols Company and the City of Leawood, be reduced by not to exceed 33 1/3 percent 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 8 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 (i) 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, (ii) that in no case may it be reduced below the minimum required frontage specified by Section 7 hereof, and (iii) that such reduction does not reduce the lot area below the minimum area specified in Section 6 hereof.

**SECTION 10. 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 J. C. Nichols Company.

**SECTION 11. 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 J. C. Nichols Company.

**SECTION 12. PARKING PROHIBITED.**

No truck, bus, trailer, commercial or recreational vehicle, motorcycle, boat or other apparatus except passenger automobiles shall be kept, stored or maintained on any of said lots except in a fully enclosed garage, without the consent in writing of J. C. Nichols Company.

**SECTION 13. OUTSIDE ANTENNA PROHIBITED.**

No radio or television transmitting or receiving antenna or other related communication equipment may be erected or maintained outside of any residence on any of said lots without the consent in writing of J. C. Nichols Company.

**SECTION 14. PERGOLAS PROHIBITED.**

No pergolas 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 J. C. Nichols Company.

**SECTION 15. 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 J. C. Nichols Company.

**SECTION 16. LIVESTOCK AND POULTRY PROHIBITED.**

No livestock or poultry may be kept or maintained upon any of said lots without the consent in writing of J. C. Nichols Company.

**SECTION 17. BILLBOARDS PROHIBITED.**

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of said lots without the consent in writing of J. C. Nichols 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 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.

**SECTION 18. SOLAR COLLECTORS PROHIBITED.**

No solar collectors of any kind or type may be erected or maintained upon any of said lots or any residences thereon without the consent in

writing of J. C. Nichols Company.

SECTION 19. DURATION OF RESTRICTIONS.

Each of the restrictions herein set forth shall continue and be binding upon J. C. Nichols Company and upon its successors and assigns, until January 1, 2009, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title to more than 50 percent of the front feet of all of the lots hereby restricted, as shown on the aforesaid plat of Leawood South, Seventh Plat, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on January 1, 2009, or at the end of any successive twenty-five (25) 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 of Johnson County, Kansas, prior to January 1, 2004, or at least five (5) years prior to the expiration of any successive twenty-five (25) year period after January 1, 2009.

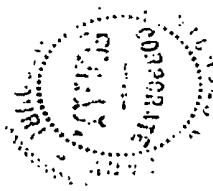
SECTION 20. RIGHT TO ENFORCE.

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 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 J. C. Nichols 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 J. C. Nichols 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. J. C. Nichols Company may, by appropriate agreement made



expressly for that purpose, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by it, and upon such assignment or 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, J. C. Nichols Company, by authority of its Board of Directors, has caused these presents to be executed by its Vice President and its corporate seal to be affixed this 4th day of December, 1984.



J. C. NICHOLS COMPANY

By Clarence L. Roeder  
Clarence L. Roeder, Vice President

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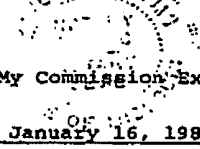
ACKNOWLEDGMENT

STATE OF MISSOURI)  
                          )ss  
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 4th day of December, 1984, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Clarence L. Roeder, Vice President of J. C. Nichols Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri, 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 official seal the day and year last above written.

My Commission Expires:



Shirley Buchanan  
Shirley Buchanan Notary Public

January 16, 1987