

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That THE REGENT CORPORATION, a Kansas corporation (hereinafter referred to as "Owner"), the owner of the real estate situated in the County of Johnson, State of Kansas, described as the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 18 Township 135, Range 25E, and hereinafter referred to as CANTERBURY ESTATES, a subdivision, all lots now or hereafter platted, does hereby subject said property to the following restrictions:

1. Persons Bound By These Restrictions: All persons and corporations who now own or shall hereafter acquire any interest in any of said lots shall be taken and held to 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 residence buildings and improvements thereon.

2. Dwelling Use: The property described herein shall be occupied and used for single-family residence purposes only; provided, however, this restriction shall not prevent Owner or other authorized by Owner from erecting temporary buildings and using such temporary buildings or residences for offices, sales and storage purposes during the development of said property.

3. Size of Dwelling: The floor area of the main structure of any residence, exclusive of porches, dormer area, garages and basement areas, finished or unfinished, shall not be less than 1500 square feet for a one story residence; or 2200 square feet for a two story residence, with not less than 1100 square feet on each floor; or 2200 square feet for a split level residence; or 2000 square feet for a one and one-half story residence with at least 1500 square feet being on the first floor; or not less than 2200 square feet for a bi-level residence with not less than 1500 square feet on main living area. Before construction is commenced, the builder shall submit the plans for each such structure to Owner, such plans to be accompanied by a plot plan with grade elevations of the structure to be built on the site or lot, and no construction shall commence until said plans have been approved by Owner. A copy of such plans showing said approval shall remain on file with Owner.

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

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RUBIE M. SCOTT  
REGISTER OF DEEDS  
BY \_\_\_\_\_ DEP.

4. Removal of Trees: All single-family residences to be constructed on the lots shall be designed to minimize the destruction of trees located on the lots in the subdivision. The plot plan showing the structure shall locate and designate on the plan all developed trees. The plan shall enumerate the developed trees which will remain on the lots and those which will be removed in order to complete construction of a single-family residence. No construction shall commence until Owner has consented in writing to the developed trees to be removed.

5. Placement of Structure: No building or part thereof, exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and similar projections, shall be nearer the street line than the building set back lines shown on the plat; provided, however, that Owner must consent to any projection more than 4 feet beyond the building line. Owner 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 for Johnson County, Kansas.

6. Air Conditioning Placement: No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.

7. Hedges, Fences and Boundary Walls: Any hedge, fence or boundary wall shall be ornamental and not disfigure the property or neighborhood. No part of any fence or boundary wall shall be nearer the street on which the dwelling fronts than the rear line of such dwelling. No fence or boundary wall exceeding seven feet in height shall be constructed without the written consent of the Owner. Any hedge on the front part of the property shall be kept trimmed to a height of not more than thirty-six (36) inches.

8. Nuisances: No business and no noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

9. Swimming Pools: No swimming pools and appurtenances to same may be built, constructed or erected without the prior written consent of Owner. Swimming pools allowed may be covered with flat storage covers to protect

the pools from leaves, animals, etc., when the pools are inoperable. No pool enclosures commonly referred to as glass, plastic, aluminum, metal and fiber enclosures or air structures, air bubbles and air covers shall be allowed at any time. No pool enclosures, fences and appurtenant structures shall be allowed that Owner or the Homes Association deems unsightly and objectionable to other lot owners in the subdivision. Any pool permitted and allowed shall be properly maintained at all times.

10. Plantings Of Trees By Owner: The Owner will plant, if determined necessary by Owner, trees in the parkway between the street and sidewalk and the purchaser will thereafter maintain said trees, whether existing or planted, including replacement of same when necessary.

11. Temporary Structures: Except as hereinbefore provided, no structure of a temporary character (basement, tent, shack, garage, barn or other outbuilding) shall be erected on any tract or used for residence purposes, either temporarily or permanently.

12. Livestock and Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot 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 greenhouse shall be at the rear of the residence. No tennis courts shall be constructed on any lot without prior written consent of Owner.

13. Storage of Vehicles: No vehicle, truck, trailer, bus, camper, van, boat, inoperative vehicles, or other apparatus, except operable passenger vehicles, shall be left or stored on said property except in an enclosed garage, nor shall any of the aforesaid vehicles, except operable passenger vehicles, be parked on the street; provided, however, one recreational vehicle may be parked for a period not to exceed thirty-six (36) hours for the purpose of loading or unloading and shall be forthwith removed thereafter.

14. Tall Structures and Apparatus: No television or radio antenna or aerial shall be placed on the exterior of any structure, or constructed separately, without the consent of Owner. No lights or other illumination shall be higher than the house on any lot covered by these restrictions without the consent of Owner.

15. Basketball Goals and Tennis Courts: No basketball goal, other than one attached to a building, or any tennis court on a private lot, shall be nearer the front street line of said lot than the rear line of the dwellings on the premises.

16. Foundation Treatment: All exterior basement foundations and walls which are exposed in excess of 12 inches above final grade level shall be painted the same color as the residence or covered with siding compatible with the structure.

17. Easements: Owner 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. All utilities shall be underground.

18. Landscaping: At the time of construction of each residential structure, the purchaser of such lot shall expend a minimum sum of \$350.00 for landscaping that portion of the lot between the street and the front building line of the structure. All lawns shall be fully sodded prior to occupancy or shall be planted with zoysia strips no farther than twelve inches apart or zoysia plugs no farther than six inches apart.

19. "Move On" Structures: No residential structure which has previously been at another location shall be moved onto any lot in CANTERBURY ESTATES.

20. Roofing: All roofing shall be of high quality wood shingle, with the exception that other material as approved by Owner may be used on flat roof surfaces. The materials used in replacement of the original roof of any residential structure must be approved in writing by the Owner prior to any roof replacement.

21. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. No more than two "For Sale" signs may be allowed in any one block within CANTERBURY ESTATES, those signs being rotated on an equitable basis between homeowners by the Owner.

22. Homes Association: All common areas in the subdivision shall be maintained by Owner until CANTERBURY ESTATES HOME ASSOCIATION is created by an instrument entitled "Homes Association Declaration." After the formation of said Homes Association, said Homes Association shall maintain all common areas, including, but not limited to, the mowing, planting, trimming, landscaping and sprinkling of such areas. Common areas shall include all berm areas, islands, entrance monuments, and other landscaped areas shown on the plat not being a party of any particular lot, whether or not the same shall be dedicated to the public. Common areas shall also include brick and stone work or other ornamental structures, whether or not a part of any particular lot, and shall also include the landscape easement area, a part of a particular lot shown on the plat. Such areas not dedicated to the public shall be deeded by Owner to the Homes Association which, in addition to being responsible for maintenance, shall pay all ad valorem and other taxes or assessments levied against such areas. Upon the failure of the Homes Association to properly maintain such areas, Owner or the City of Overland Park 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 Owner or the City of Overland Park may bring an action in any court of competent jurisdiction requiring such maintenance be done. The above named parties or any subsequent owner for the time being of any tract or 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 said Homes Association, Owner shall have the right at its option, and upon the consent and acceptance of said Homes Association, to transfer and assign all of the rights or obligations of interpretation, approval and enforcement of the provision of this Declaration of Restrictions to said Homes Association.

23. Invalidation of any one of the foregoing covenants, by judgment or court order, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The above covenants and restrictions shall continue and be in full force and effect until the 31st day of December, 2003, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the then owners of the fee simple title of a majority of the lots described herein may release the land, or any part of it, from any one or more of said restrictions on December 31, 2003, or at the expiration of any twenty-five (25) year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purposes and filing the same in the office of the Register of Deed for Johnson County, Kansas.

The provisions of this Declaration of Restriction shall be deemed to be covenants running with the land and shall be binding upon Owner and all persons claiming by, through or under said Owner.

IN WITNESS WHEREOF, Owner has caused this Declaration of Restrictions to be executed in its corporate name by its President, attested by its Secretary, this 11<sup>th</sup> day of December, 1978.

THE REGENT CORPORATION

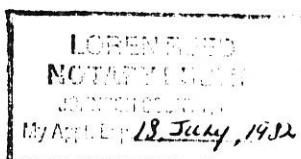
BY Allan M. Wasserman  
Allan M. Wasserman, President

ATTEST:

Letty C. Wasserman  
Secretary

State of Kansas County of Johnson be it remembered that on this day of December 18, 1978 before me the undersigned a notary public in and for said County and state came Allan M. & Letty Wasserman who are personally know to me to be the same persons who executed the within instrument of writing and duly acknowledge the execution of the same.

In witness whereof I have here unto subscribed my name and affixed my official seal the day and year last above written.



Loren Reed  
Notary Public

Loren Reed