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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that SOUTHGATE BANK AND TRUST COMPANY, TRUSTEE OF IMPERIAL DEVELOPMENT TRUST, the owners of the real estate situated in the County of Johnson, State of Kansas, described as follows, to-wit:

"All of that land now platted or hereafter platted as Oxford Hills, a subdivision in Leawood, Johnson County, Kansas,"

do hereby subject the above described property to the following restrictions.

1. The property above described shall be occupied and used for single-family residence purposes only, provided, however, this restriction shall not prevent the Southgate Bank and Trust Company, Trustee of Imperial Development Trust, or others authorized by it from erecting temporary buildings and using such temporary buildings or residences for office, sales and storage purposes during the development of said tract.

2. 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 2000 square feet for a one-story residence; 2200 square feet for a two-story residence or a split level residence; or 2200 square feet for a one and one-half story residence with at least 1800 square feet being on the first floor. Before construction is commenced, the builder shall submit the plans for each structure to the Southgate Bank and Trust Company, Trustee for Imperial Development Trust, or others designated by it, and no construction shall commence until said plans have been approved by the Southgate Bank and Trust Company, Trustee for Imperial Development Trust, or its designee. A copy of such plans showing said approval shall remain on file with the Southgate Bank and Trust Company, Trustee of Imperial Development Trust, or its designees.

3. 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 said plat, provided that Southgate Bank and Trust Company, Trustee of Imperial Development Trust, reserves the right, for itself and its successors or assigns, to alter or amend the set back lines and side line restrictions of specific lots from time to time by filing an appropriate instrument in writing in the Office of the Register of Deeds of Johnson County, Kansas, and further provided all buildings or parts thereof, shall be within the setback line requirements of the city of Leawood, Kansas.

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

5. No solid wood or stockade type fence shall be allowed on boundary of property. Any boundary wall shall be ornamental and not exceed four feet in height and shall be approved in writing by Southgate Bank and Trust Company, Trustee of Imperial Development Trust, or its designee. Walls around the patio may not exceed six feet in height and shall be ornamental, such as brick or wrought iron. All fencing shall conform to the requirements of the city of Leawood, Kansas. No basketball goals shall be placed free standing on any lot covered by this declaration nor shall any basketball goals be placed on or about the outside of any building or residence. No fence or boundary wall may be erected in a front yard of any lot closer to the street than the front of the building located on said lot. No fence or boundary wall may be erected on a corner lot closer to the street on the side of said lot than the side building line was established by the plat or the city of Leawood without the written consent of the Southgate Bank and Trust Company, as Trustee for Imperial Development Trust, or Oxford Hills Homes Association. No tennis courts, concrete slabs, asphalt or artificial turf shall be placed on the premises without written permission of the Southgate Bank and Trust Company, Trustee of the Imperial Development Trust, or its designees.

6. 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 may become any annoyance to the neighborhood. No gavage sales, or any other business inviting visits by the general public, shall be conducted on any lot.

7. Except as hereinabove 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.

8. 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. No animal or pet of any kind shall be permitted in any yard or public place within the subdivision unless personally attended by its owner and maintained on a leash. Any greenhouses shall be in the rear of the house.

9. No vehicle, truck, trailer, bus, campers, boat or other apparatus, except passenger automobiles, shall be left or stored on said property, except in an enclosed garage.

10. No television or radio antenna or aerial shall be placed on the exterior of any structure or constructed separately. No lights or other illumination shall be higher than the house on any plot covered by these restrictions.

11. All exterior basement foundation 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.

12. Southgate Bank and Trust Company, Trustee of the Imperial Development Trust, or its designees, reserve the right to construct pipe lines, sewers and drains, upon, over and across all easements and rights of way shown on the recorded plat.

13. At the time of construction of each residential structure the owner of each of the lots 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 further than nine inches apart, or zoysia plugs no farther than six inches apart.

14. No residential structure which has previously been at another location shall be moved onto any lot in this subdivision without the prior written approval of the Oxford Hills Homes Association, if the same be in existence, and if the same be not yet in existence, the prior written approval of the Southgate Bank and Trust Company, Trustee of Imperial Development Trust, or its designees.

15. The materials used in any replacement of the original roof of any residential structure must be approved in writing by the Homes Association prior to any roof replacement.

16. All common areas in the subdivision shall be maintained by the Southgate Bank and Trust Company, Trustee of the Imperial Development Trust, or its designees, until a Oxford Hills Homes Association is formed under any instrument executed this date entitled Declaration Creating Oxford Hills Homes Association. After the formation of said Homes Association, it shall maintain all common areas including but not limited to the mowing, planting, trimming, landscaping of such areas. Common areas shall include all berm areas, island and other landscaped areas shown upon the plat not being a part of any particular lot whether or not the same shall be dedicated to the public. Such areas not dedicated to the public shall be deeded by Southgate Bank and Trust Company, Trustee of the Imperial Development Trust, to the Homes Association which shall, in addition to being responsible for maintenance, pay all ad valorem and other taxes or assessments levied against such areas. Upon the failure of the Homes Association to properly maintain the same, Southgate Bank and Trust Company, Trustee of the Imperial Development Trust, or its designees,

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 the Southgate Bank and Trust Company, Trustee of Imperial Development Trust, or the City of Leawood, Kansas, may bring an action in any court of competent jurisdiction requiring such maintenance to be done. The above named parties, or any 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 an Oxford Hills Homes Association, Southgate Bank and Trust Company, Trustee of Imperial Development Trust, shall have the right at its option, and upon the consent and acceptance of the Homes Association, to transfer and assign all of the rights or obligations of interpretation, approval and enforcement of the provisions of this Declaration of Restrictions to said Homes Association.

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.

The above covenants and restrictions shall continue and be in full force and effect until the 31st day of December, 1991, and shall automatically be continued thereafter for successive periods of 15 years each, provided, however, that the then owners of the fee simple title of a majority of the front feet of the lots herein described, may release the land or any part of it from any one or more of said restrictions, on December 31, 1991, or at the expiration of any 15-year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same in the Office of the Registrar of Deeds of Johnson County, Kansas.

The provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the above named Southgate Bank and Trust Company, Trustee of the Imperial Development Trust, and all persons claiming by, through or under it.

SOUTHGATE BANK AND TRUST COMPANY,
TRUSTEE OF IMPERIAL DEVELOPMENT
TRUST

By: [Signature]
Senior Vice-President and Trust
Officer Robert E. Atteberry

ATTEST:
(SEAL)
[Signature]
Secretary

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 14th day of September, 1976, before me, appeared Robert E. Atteberry, to me personally known who being by me duly sworn, did say that he is Senior-Vice President and Trust Officer of Southgate Bank and Trust Company, and that said instrument was signed and sealed on behalf of said corporation, by authority of the Board of Directors, and said Robert E. Atteberry acknowledged said instrument to be the free act and deed of said Oxford Hills Homes Association.

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

Pauline L. Deniston
NOTARY PUBLIC Pauline L. Deniston

My Appointment Expires: My Commission Expires Sept. 8, 1979



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

1976 OCT 1 AM 10 44
Marquette M. Breiner
MARSHALL COUNTY CLERK
RECORDS
10.00 BY _____ DEP

