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STATE OF KANSAS
COUNTY OF JOHNSON } SS
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DECLARATION OF RESTRICTIONS

Persimmon Hill

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10.00

REGISTER OF DEEDS

BY _____ DEP.

This Declaration of Restrictions is made this 19th day of July, 1978 by BLEAKLEY DEVELOPMENT CO., INC., a corporation, the owner of all property in PERSIMMON HILL, a subdivision of land in Olathe, Johnson County, Kansas, according to the recorded plat thereof.

WITNESSETH:

WHEREAS, Bleakley Development Co., Inc. is vested with the fee simple title to a certain tract of land situated in Johnson County, Kansas;

WHEREAS, Bleakley Development Co., Inc. has heretofore executed a plat of Persimmon Hill which is now recorded in the office of the Register of Deeds in and for the County of Johnson, State of Kansas;

WHEREAS, Bleakley Development Co., Inc. has heretofore dedicated all of the streets, roads, terraces and drives shown on said plat of Persimmon Hill for use by the public for streets or roads;

WHEREAS, Bleakley Development Co., Inc. intends to improve and develop a portion of the above-described subdivision for high-class residential purposes with single-family and duplex residences;

NOW, THEREFORE, for itself and for its successors and assigns and for its and their future grantees, Bleakley Development Co., Inc. hereby declares that the lands specifically designated below as shown on the recorded plat of Persimmon Hill shall be and hereby are restricted as to their use in the manner hereinafter set forth.

For the purpose of these restrictions:

The term "Developer" shall mean Bleakley Development Co., Inc., its successors and assigns.

The term "Street" shall mean any street, road or drive which is shown on the plat of Persimmon Hill.

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

The term "Lot" shall mean either (1) any lot as shown on the plat of Persimmon Hill or (2) any tract or tracts of land as conveyed, consisting of one or more lots or part or parts of one or more lots as platted, upon which a residence may be erected in accordance with the restriction hereinafter established, or as established in individual deeds from Bleakley Development Co., Inc., or from its successors and assigns.

The term "Corner Lot" shall be deemed to mean any lot as platted or any tract of land as conveyed having more than one street contiguous to it. The street upon which the lot or part thereof fronts, as shown on the plat of Persimmon Hill shall be deemed to be the front street, and any other street contiguous to such corner lot shall be deemed a side street. Houses on corner lots may be set diagonally thereon.

Accepted for Bleakley Development Co.

The "Front Building Line" shall be deemed to be that line parallel to the front street as shown on the recorded plat of Persimmon Hill.

Section 1. Persons Bound by These Restrictions.

All persons or corporations who now own or shall hereafter acquire any interest in the residential lots numbered:

Lots 4 through and including 14 of Block 1,

Lots 1 through and including 15 of Block 2,

Lots 1 through and including 21 of Block 3, and

Lots 1 through and including 8 of Block 4.

as shown on the recorded plat of Persimmon Hill, a subdivision of land in Olathe, Johnson County, Kansas, 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 December 31, 1998, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

Section 2. Use of The Land.

None of the lots contained within Blocks 2, 3 and 4 referred to in Section 1 hereof shall be used or occupied for other than single-family residence purposes. All residences erected or maintained on any of said lots shall be designed for occupancy by a single family. None of the lots contained within Block 1 referred to in Section 1 hereof shall be used or occupied for other than single-family or duplex residence purposes. All residences erected or maintained on any of said lots shall be designed for occupancy by one or two families.

Section 3. Frontage of Residences on Streets.

Any residence erected wholly or partially on a lot which is not a corner lot shall front on the front building line. Any residence erected on a corner lot shall front on the front building line and shall present a good appearance on the side building line as shown on said plat; provided, however, that any residence erected on a corner lot may be set diagonally thereon.

Section 4. Ground Frontage Required.

No dwelling may be erected upon any lot herein described except upon a lot or lots or part or parts thereof with a street frontage of not less than the number of feet as shown on the recorded plat; provided that the Developer shall have and does hereby reserve the right in the sale and conveyance of any of the lots bound by these restrictions to reduce the required frontage to be used with any residence on any lot, and the Developer 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 required frontage herein specified or established by the conveyance of said lot; however, no change may be made at any time that will reduce the required frontage of land to be used and maintained with any residence erected thereon more than ten (10) feet below the minimum number of feet required for such residence as set forth above.

Section 5. Setback of Residences from Street and Side Lines.

No part of any residence, except fireplace chimneys, porches, driveways and walls, may be erected or maintained on any of said lots nearer to the front street or the side street than the front building line or the side building line, respectively, as shown on the plat of Persimmon Hill. No part of any residence, except as provided in Section 10 dealing with fences, may be erected closer to the side lines of any lot than is allowed by the zoning ordinances of the City of Olathe, Kansas. Provided, however, that the Developer may at any time hereafter 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. Provided further that no change shall be made at any time which will permit the erection or maintenance of any residence on any lot more than five (5) feet nearer to the front street or five (5) feet nearer to a side street than is the front building line or the side building line as shown on said plat.

Section 6. Height of Residences.

No residence erected on any of the lots hereby restricted may exceed two and one-half (2-1/2) stories, nor be less than one full story in height without the written permission of the Developer.

Section 7. Required Size of Residences.

Any single-family residence erected on any of the lots hereby restricted shall contain not less than one thousand two hundred (1,200) square feet of total floor area, exclusive of porches, breezeways, basements, attics or attached garages; provided, however, that the Developer shall have and does hereby reserve the right in the sale or conveyance of any of said lots to change the required size of the residence to be erected on said lots.

Section 8. Approval of Design and Location.

No construction shall be commenced upon any building, nor shall any building be moved upon any lot, until the exterior color, design and materials to be used are first approved in writing by the Developer. The Developer does hereby reserve the right to determine the location of all buildings on the respective lot or lots, as well as the relation of the top of the foundation to the street level. All such approvals shall be in writing.

Section 9. Exterior Appearance.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after the commencement of construction. In the event of fire, windstorm or other damage, the exterior of no building shall be permitted to remain in a damaged condition for longer than three (3) months.

Section 10. Fences.

No fence of any kind or description shall be erected on any lot unless and until the location, height and material to be used have been approved in writing by the Developer. Any person desiring to construct a fence on any lot shall submit to the Developer a written request for permission to construct a fence. The request shall state the name and

address of the owner of the lot on which the proposed fence is to be constructed and the location, height and materials to be used in constructing the fence. The Developer shall, within thirty (30) days after the date on which such request is received, give to the owner of the property its written approval or disapproval of the request. In the event that the Developer shall fail to give such written approval or disapproval within such thirty-day period, then permission to construct the fence described in the notice shall be deemed to have been granted. It is expressly provided, however, that no fence to be constructed along the boundary line of any lot shall exceed four (4) feet in height.

Section 11. Location of Utilities - Connections.

The Developer 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, telephone and electric lines, and other utilities, and to give or grant right-of-way, or easements therefor over and upon any part of said land reserved for utility easements on the recorded plat. No connection of any kind shall be made to any sewer line without prior inspection and approval by the Developer, and all storm and sanitary sewer construction and connection shall conform to the then current rules and regulations of the Sewer District within which the subdivision is located.

Section 12. Temporary and Outbuildings Prohibited.

No outbuilding or other detached structure appurtenant to a residence may be erected on any of said lots without the written consent of the Developer. Nor may any temporary or incompleated building, nor any automotive equipment, trailer, garage or appurtenance incident to a family dwelling be erected, maintained or used for residential purposes, either temporarily or permanently.

Section 13. Livestock or Poultry Prohibited.

No livestock or poultry may be kept or maintained on any of said lots without the consent in writing of the Developer provided, however, that there may be maintained upon any one lot at any one time no more than two (2) dogs and two (2) cats over twelve (12) weeks of age, and no more than six (6) rabbits.

Section 14. Signs and 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 the Developer; provided, however, that not more than one advertising sign may be erected and maintained on each lot or tract sold and conveyed. Such advertising sign shall not be more than five (5) square feet in size and it 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 15. Storage Tanks Prohibited.

No tanks for the storage of fuel may be maintained above the surface of the ground on any of the lots hereby restricted.

Section 16. Automobile Repair and Storage of Assemblies, Trailers, Etc. Prohibited.

There shall be no automobile repair conducted on any of the lots bound by these restrictions. No automobiles, trailers, campers or boats shall be stored or kept outside of any residence constructed on the lots subject to these restrictions without the prior written approval of the Developer.

Section 17. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which is or may become an annoyance or nuisance to the neighborhood.

Section 18. Duration of Restrictions.

The restrictions herein set forth shall continue to be binding upon the Developer and upon its successors and assigns until December 31, 1998, and shall automatically be continued thereafter for successive periods of five (5) years each, provided, however, that the owners of the fee simple title to more than sixty percent (60%) of the lots bound by these restrictions may release all or any part of the restrictions herein set forth, on December 31, 1978, or at the end of any successive five-year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for each purpose and filing same for record in the office of the Register of Deeds of Johnson County, Kansas, prior to December 31, 1997 or at least one (1) year prior to the expiration of any successive five (5) year period after December 31, 1998.

Section 19. 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, 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 corporations, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land; and the Developer and the owner or owners from time to time 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 enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages; and the failure of the Developer or any owner or owners from time to time 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.

Section 20. Effect of Invalidity of a Portion of this Declaration.

Invalidation of any one or more of the foregoing restrictions or covenants by judgment or court order shall in no manner affect any of the other provisions herein, and all such other provisions shall remain in full force and effect.

Section 21. Homes Association Declaration.

To insure the continuous availability of certain services and convenience for Persimmon Hill property owners, and to provide the means for the creation and maintenance of a residential neighborhood possession features of more than ordinary value, all lots in the Persimmon Hill development subject to these restrictions are also subject to a Homes Association Declaration which is duly filed of record.

IN WITNESS WHEREOF, Bleakley Development Co., Inc. by authority of its Board of Directors, has caused these presents to be executed by its President and its corporate seal to be hereto affixed this 19 day of July, 1978.

(SEAL)

BLEAKLEY DEVELOPMENT CO., INC.

ATTEST:

By Charles E. Bleakley
Name: Charles E. Bleakley
Title: President

Todd E. Bleakley
Name:
Title: Asst. Secretary
Todd E. Bleakley

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 19th day of July, 1978, before me, appeared Charles E. Bleakley, to me personally known, who being by me duly sworn, did say that he is the President of Bleakley Development Co., Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Charles E. Bleakley acknowledged 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 Olathe, Kansas, the day and year last above written.

Sam McCaffree
Notary Public Within and for
Said County and State
SAM McCAFFREE

My Commission Expires:
Feb. 8, 1982

