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OLATHE, MO  
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HOMES ASSOCIATION DECLARATION

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

THIS DECLARATION, Made on this 6th day of May, 1982,  
by LANDMARK DIVERSIFIED, CORP., a Missouri corporation, its business  
address is 310 Ward Parkway, Kansas City, Missouri.

WITNESSETH: That,

WHEREAS, by the terms of a certain Homes Association  
Declaration dated June 4, 1965, and recorded in the office of the  
Register of Deeds of Johnson County, Kansas, in Book 155 of  
Miscellaneous, at Page 198, provision was made for the creation  
and establishment of the Oak Park Homes Association, having within  
its jurisdiction the lots shown on the plat of Oak Park which is  
recorded in the office of the aforesaid Register of Deeds in Book 27  
of Plats at Page 15; and

7  
WHEREAS, provision was also made in said Declaration for the  
addition to the District, as the term "District" is defined in said  
Declaration, of such land as was then or might thereafter be owned  
or approved for addition by LANDMARK DIVERSIFIED, CORP.; and

WHEREAS, said LANDMARK DIVERSIFIED, CORP. is the owner of  
Lots 20 to 22, both inclusive, in Block 13, and Lots 3 to 11, both  
inclusive, in Block 14, and Lots 1 to 20, both inclusive, in Block 15,  
of OAK PARK MANOR, a subdivision of land in Overland Park, Johnson  
County, Kansas, as shown on the plat thereof recorded in Book 49 of  
Plats, at Page 36, in the office of the aforesaid Register of Deeds; and

WHEREAS, said Landmark Diversified, Corp. now desires to subject  
the above enumerated lots to the terms of the said Homes Association  
Declaration, and to liability for payment of the assessments which  
said Association is authorized to levy against the land within its  
jurisdiction.

NOW, THEREFORE, in consideration of the premises, and in  
consideration of the benefits to be derived from the operation of said  
Oak Park Homes Association, and by virtue of the right to add other  
land to the District within the jurisdiction of said Association,  
as aforesaid, Landmark Diversified, Corp. does hereby declare that  
Lots 20 to 22, both inclusive, in Block 13, and Lots 3 to 11, both

upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from Landmark Diversified, Corp. or from its successors and assigns. A corner lot shall be deemed to be 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 hereinafter provided, shall be deemed to be the front street, and any other street contiguous to any such lot shall be deemed to be a side 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, 2005, 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 Landmark Diversified, Corp., 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 Oak Park Manor.

#### 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 11:

Lots 1 to 10, both inclusive, on 101st Terrace.

in Block 12:

Lots 1 to 6, both inclusive, on 101st Terrace.  
Lots 7 to 13, both inclusive, on Garnett.

in Block 13:

Lots 1 to 5, both inclusive, on Garnett.  
Lots 6 to 19, both inclusive, on 101st Terrace.  
Lots 20 to 22, both inclusive, on Bond.  
Lots 23 to 43, both inclusive, on 102nd Street.

in Block 14:

Lots 1 to 2, both inclusive, on 102nd Street.  
Lots 3 to 11, both inclusive, on Bond.

in Block 15:

Lots 1 to 9, both inclusive, on Bond.  
Lots 10 to 20, both inclusive, on Flint.

in Block 16:

Lots 1 to 16, both inclusive, on Flint.

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 or present a good frontage on the street or streets designated, and for this purpose as applied to all inside lots it shall mean that the residence shall front on the street designated, and on any corner lot it shall mean that the residence shall front or present a good frontage on the street or streets designated, as follows:

in Block 11:

Lot 1, on both 101st Terrace and Bond.  
Lots 2 to 9, both inclusive, on 101st Terrace.  
Lot 10, on both 101st Terrace and Cody.

in Block 12:

Lot 1, on both 101st Terrace and Bond  
Lots 2 to 6, both inclusive, on 101st Terrace.  
Lots 7 to 13, both inclusive, on Garnett.

in Block 13:

Lots 1 to 5, both inclusive, on Garnett.  
Lots 6 to 19, both inclusive, on 101st Terrace.  
Lot 20, on both Bond and 101st Terrace.  
Lot 21, on Bond.  
Lot 22, on both Bond and 102nd Street.  
Lots 23 to 42, both inclusive, on 102nd Street.  
Lot 43, on both 102nd Street and Cody.

in Block 14:

Lot 1, on both 102nd Street and Cody.  
Lot 2, on 102nd Street.  
Lot 3, on both Bond and 102nd Street.  
Lots 4 to 10, both inclusive, on Bond.  
Lot 11, on both Bond and 103rd Street.

in Block 15:

Lot 1, on both Bond and 103rd Street.  
Lots 2 to 9, both inclusive, on Bond.  
Lot 10, on both Flint and Bond.  
Lots 11 to 19, both inclusive, on Flint.  
Lot 20, on both Flint and 103rd Street.

in Block 10:

Lots 1 to 9, both inclusive, on Flint.

Lot 10, toward both the South and the West on Flint.

Lots 11 to 15, both inclusive, on Flint.

Lot 16, toward both the North and the West on Flint.

It is provided, however, that if any part less than the whole of any corner lot is acquired by the owner of an inside lot contiguous to said corner lot, then, as to the part of such corner lot so acquired, the provisions hereof requiring a residence erected on a corner lot to front or present a good frontage on two or more streets shall not be operative, but the part of the corner lot so acquired shall be deemed to be a part of the inside lot to which it is contiguous, as to the restrictions governing the frontage of the residence on the street, and said part of any such corner lot so acquired shall be subject to the restrictions applicable to the inside lot.

#### 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 Landmark Diversified, Corp.

#### SECTION 5. REQUIRED SIZE OF RESIDENCE.

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, and any such residence more than one story in height erected on any of said lots shall contain a minimum of 1,400 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. Landmark Diversified, Corp. 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 requirement for such residence.

#### SECTION 6. GROUND FRONTAGE REQUIRED.

Any residence erected on any of said lots, or on any part or parts thereof, shall have appurtenant thereto, not occupied by any

other lot lines, at least the number of feet of frontage of ground fronting on the street upon which the lot or part or parts thereof fronts, as hereinafter provided:

in Block 11:

|                              |         |
|------------------------------|---------|
| Lot 1,                       | 80 feet |
| Lots 2 to 5, both inclusive, | 65 feet |
| Lots 6 to 9, both inclusive, | 70 feet |
| Lot 10,                      | 75 feet |

in Block 12:

|                                |         |
|--------------------------------|---------|
| Lot 1,                         | 85 feet |
| Lots 2 to 4, both inclusive,   | 70 feet |
| Lot 5,                         | 65 feet |
| Lot 6,                         | 95 feet |
| Lot 7,                         | 90 feet |
| Lot 8,                         | 55 feet |
| Lot 9,                         | 60 feet |
| Lots 10 to 13, both inclusive, | 65 feet |

in Block 13:

|                                |          |
|--------------------------------|----------|
| Lots 1 to 4, both inclusive,   | 70 feet  |
| Lot 5,                         | 160 feet |
| Lot 6,                         | 145 feet |
| Lots 7 to 10, both inclusive,  | 75 feet  |
| Lots 11 to 16, both inclusive, | 70 feet  |
| Lots 17 and 18,                | 75 feet  |
| Lot 19,                        | 95 feet  |
| Lot 20,                        | 100 feet |
| Lot 21,                        | 75 feet  |
| Lot 22,                        | 95 feet  |
| Lots 23 and 24,                | 65 feet  |
| Lots 25 to 29, both inclusive, | 70 feet  |
| Lots 30 and 31,                | 75 feet  |
| Lot 32,                        | 100 feet |
| Lots 33 to 37, both inclusive, | 40 feet  |
| Lot 38,                        | 110 feet |
| Lots 39 and 40,                | 65 feet  |
| Lots 41 and 42,                | 70 feet  |
| Lot 43,                        | 95 feet  |

in Block 14:

|                              |         |
|------------------------------|---------|
| Lot 1,                       | 90 feet |
| Lot 2,                       | 80 feet |
| Lot 3,                       | 95 feet |
| Lots 4 to 9, both inclusive, | 65 feet |
| Lot 10,                      | 70 feet |
| Lot 11,                      | 95 feet |

in Block 15:

|                                |          |
|--------------------------------|----------|
| Lot 1,                         | 95 feet  |
| Lot 2,                         | 75 feet  |
| Lots 3 and 4,                  | 80 feet  |
| Lot 5,                         | 75 feet  |
| Lots 6 to 8, both inclusive,   | 70 feet  |
| Lot 9,                         | 75 feet  |
| Lot 10,                        | 105 feet |
| Lot 11,                        | 130 feet |
| Lot 12,                        | 115 feet |
| Lots 13 to 17, both inclusive, | 70 feet  |
| Lot 18,                        | 65 feet  |
| Lot 19,                        | 70 feet  |
| Lot 20,                        | 95 feet  |

in Block 18:

|                                |          |
|--------------------------------|----------|
| Lot 1,                         | 95 feet  |
| Lot 2,                         | 60 feet  |
| Lot 3,                         | 115 feet |
| Lot 4,                         | 120 feet |
| Lots 5 to 7, both inclusive,   | 45 feet  |
| Lot 8,                         | 130 feet |
| Lot 9,                         | 125 feet |
| Lot 10,                        | 135 feet |
| Lots 11 to 14, both inclusive, | 40 feet  |
| Lot 15,                        | 65 feet  |
| Lot 16,                        | 90 feet  |

The required frontage herein specified is to be measured in all cases on the front line of the lot. It is provided, however, that Landmark Diversified, Corp. 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.

#### SECTION 7. SETBACK OF RESIDENCES 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 or the side street than is the front building line or the side building line shown on said plat of Oak Park Manor on the lot or lots on which such residence is erected, provided that Landmark Diversified, Corp. 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 such lot, change any building line that is shown on said plat on any such lot or lots, or which may be established by it in such 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, exclusive of those projections hereinafter set forth, more than 10 feet nearer to the front street or 5 feet nearer to the side street than is the front building line or the side building line shown on said plat on such lot or lots. Reference is made herein to

front and side building lines for the purpose of determining the location of any residence with reference to the adjoining street or streets, and in case of relocation of any of said streets, changes may be made by Landmark Diversified, Corp. in any of said building provided that such building lines shall in no case be established nearer to the new location of any of said streets than are the building lines shown on said plat with reference to the present location of said streets, and provided, further, that Landmark Diversified, 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 any of said streets shall not, for the purpose of these restrictions, be deemed a relocation of such streets.

Those parts of the residence which may project to the front of and be nearer to the front street and the side 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:

7 (a) Window projections: Bay, bow, or oriel, dormer and other projecting windows not exceeding one story in height may project beyond the front building lines and the side building lines not to exceed 2 feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilaster, grillework, 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 2 feet.

(c) Vestibule Projections: Any vestibule not more than one story in height may project beyond the front building lines and side building lines not to exceed 2 feet.

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

#### SECTION 8. FREE SPACE REQUIRED.

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set

forth above in Section 7, erected or maintained on any of said lots shall not occupy more than 80 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 Landmark Diversified, Corp. 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 any such residence, exclusive of those projections specifically referred to in subparagraphs (a) and (b) of Section 7 hereof, shall be set back at least 7 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 Landmark Diversified, Corp., be increased by not to exceed 10 percent of the width of 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 Landmark Diversified, Corp., be reduced by not to exceed 33-1/3 percent of the 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 7 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 lot, then thereafter the frontage used may not be reduced on that lot as long as such 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 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; and provided further that in no case may it be reduced below the minimum required frontage specified by Section 6 hereof.

No outbuilding or other detached structure appurtenant to the residence may be erected on any of said lots without the consent in writing of Landmark Diversified, Corp.

SECTION 10. 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 Landmark Diversified,

SECTION 11. 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 Landmark Diversified, Corp.

SECTION 12. OUTSIDE ANTENNA PROHIBITED.

No radio or television transmitting or receiving antenna may be erected or maintained outside of any residence on any of said lots without the consent in writing of Landmark Diversified, Corp.

SECTION 13. PERGOLAS PROHIBITED.

No pergola, 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 Landmark Diversified, Corp.

SECTION 14. 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 Landmark Diversified, Corp.

SECTION 15. LIVESTOCK AND POULTRY PROHIBITED.

No livestock or poultry may be kept or maintained upon any of said lots without the consent in writing of Landmark Diversified

SECTION 16. BILLBOARDS PROHIBITED.

No signs, advertisements, billboards, or advertising structure of any kind may be erected or maintained on any of said lots without the consent in writing of Landmark Diversified, Corp.; 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 17. DURATION OF RESTRICTIONS.

Each of the restrictions herein set forth shall continue and be binding up Landmark Diversified, Corp., and upon its successors and assigns, until January 1, 2005, 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 Oak Park Manor, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on January 1, 2005, 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, 2000, or at least five (5) years prior to the expiration of any successive twenty-five (25) year period after January 1, 2005.

#### SECTION 18. 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 of improvements thereon, but no restrictions 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 Landmark Diversified, Corp., 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 Landmark Diversified, Corp., 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. Landmark Diversified, Corp. may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation 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, LANDMARK DIVERSIFIED, CORP., by authority of its Board of Directors, has caused these presents to be executed by its Vice President and Treasurer and its corporate seal to be affixed this 10th day of December, 1980.

LANDMARK DIVERSIFIED, CORP.

BY John H. Younger  
John H. Younger, Vice President  
and Treasurer

STATE OF MISSOURI )  
COUNTY OF JACKSON ) ss.

BE IT REMEMBERED, that on this 10th day of December, 1980, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN H. YOUNGER, Vice President and Treasurer of LANDMARK DIVERSIFIED, CORP., 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.

(SEAL)

Bette L. Decker  
Notary Public  
Bette L. Decker

My commission expires: August 20th, 1983