

Aspen Hills

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that QUIVIRA "103" DEVELOPERS, a General Partnership, the owner of the real estate situated in the County of Johnson, State of Kansas, described as follows, to-wit:

The South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 13, Range 24, in Johnson County, Kansas, except that part taken for road purposes.

does 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 Quivira "103" Developers or others authorized by them 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 porch, garage and basement areas, finished or unfinished, shall not be less than sixteen hundred (1600) square feet for a one-story residence; eighteen hundred (1800) square feet for a two-story residence or a split-level residence; or eighteen hundred (1800) square feet for a one and one-half story residence with at least sixteen hundred (1600) square feet being on the first floor. Before construction is commenced, the builder shall submit the plans for each structure to the Quivira "103" Developers, and no construction shall commence until said plans have been approved by the Quivira "103" Developers. A copy of such plans showing said approval shall remain on file with the Quivira "103" Developers.

3. No building or part thereof, exclusive of porch, porticoes, stoops, balconies, bay and other windows, eaves, chimneys

overhead wires
back to

and similar projections, shall be nearer the street line than the building set back lines shown on said plat; provided, however, said Quivira "103" Developers reserves the right to alter and amend the set back lines and side line restrictions of specific lots (but not to exceed five (5) feet), from time to time by filing an appropriate instrument in writing in the office of the Register of Deeds of Johnson County, Kansas.

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

5. Any hedge, fence or boundary wall shall be ornamental and shall not disfigure the property or the neighborhood. No fence or boundary wall exceeding six (6) feet in height shall be constructed without the written consent of the Quivira "103" Developers if a part of the original construction, or the written consent of the Aspen Hills Homes Association, Inc., if constructed after the residential structure is completed. In no event shall a fence be constructed closer to the street upon which the residence fronts than the rear foundation line of the residence, and on any corner lot no fence shall be constructed closer to the side street line than the foundation of the residence nearest to the side street.

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

7. 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 or storage 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. Any greenhouses shall be in the rear of the house.

9. No vehicle, truck, trailer, bus, camper, 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.

11. All exterior basement foundation walls which are exposed in excess of twelve (12") inches above final grade level shall be painted the same color as the house, or covered with siding compatible with the structure.

12. Quivira "103" Developers 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.

13. At the time of construction of each residential structure the owner of each of the lots shall expend a minimum sum of Two Hundred Fifty Dollars (\$250.00) 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 (12") inches apart, or zoysia plugs no farther than six (6") 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 Aspen Hills Home Association, if the same be in existence, and if the same be not in existence, the prior written approval of the Quivira "103" Developers shall be required.

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

16. All common areas in the subdivision shall be maintained by the Quivira "103" Developers until an Aspen Hills Home Association is formed under any instrument executed this date entitled

Declarations Creating Aspen 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 burm areas, islands and other landscaped areas shown upon the plat for 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 Quivira "103" Developers 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, Quivira "103" Developers 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 the Quivira "103" Developers or the City of Overland Park, 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. Invalidiation 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 until the 31st day of December, 1987, and shall automatically be continued thereafter for successive periods of ten (10) 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, 1987, or at the expiration of any ten (10) year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same in the office of the Register of Deeds of Johnson County, Kansas.

The provision of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon the above named Quivira "103" Developers and all persons claiming by, through, or under it.

QUIVIRA "103" DEVELOPERS,
A General Partnership

DICK FOWLER HOMES, INC., General Partner

By Richard B. Fowler, Jr.
Richard B. Fowler, Jr., President

QUIVIRA INVESTMENTS, INC., General Partner

By Charles R. Cox
Charles R. Cox, President

Gerald F. Ashen
Gerald F. Ashen, General Partner

ATTEST:

Elizabeth K. Fowler
Secretary

ATTEST:

Naomi Cox, Jr.
Secretary

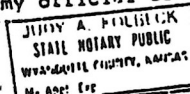
STATE OF KANSAS

COUNTY OF Shawnee) SS:

BE IT REMEMBERED, That on this 22nd day of December, 1977, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard B. Fowler, Jr., President of Dick Fowler Homes, Inc. (General Partner of Quivira "103" Developers, a General Partnership), a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Elizabeth K. Fowler, Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed, as such officers,

the within instrument on behalf of said corporation, and such persons 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.



Jimmy A. Kilbick
Notary Public

My commission expires December 6, 1978

STATE OF KANSAS)
COUNTY OF WYANDOTT) SS:

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DE IT REMEMBERED, That on this 25th day of May, 1977, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles R. Cox, President of Quivira Investments, Inc. (General Partner of Quivira "103" Developers, a General Partnership), a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Nancy J. Cox, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons 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.

Helen Painter
Notary Public Helen Painter



My commission expires December 12, 1978