

DECLARATION OF RESTRICTIONS

GREYSTONE ESTATES SOUTH

WHEREAS, EARNSHAW LAND CO., INC, a Kansas corporation, EARNSHAW, INC., a Kansas corporation, ROBERT R. EARNSHAW and BARBARA EARNSHAW, have heretofore executed a plat of all Lots 1 to 19, both inclusive, Block 1; Lot 1 to 17, both inclusive, Block 2; Lot 1 to 7, both inclusive, Block 3; Lot 1 to 9, both inclusive, Block 4; Lot 1, Block 5; Lot 1 and 2, Block 6; Lots 1 to 11, both inclusive, Block 7; Lots 1 to 11, both inclusive, Block 8; Lots 1 to 3, both inclusive, Block 9; Tracts A,B,C,D,E and F of GREYSTONE ESTATES SOUTH, which plat was recorded on the 23rd day of January, 1976, in Plat Book 39, at page 17, in the Office of Deeds of Johnson County, Kansas, and have heretofore dedicated to the public all of the streets, drives, roads, avenues and terraces for street purposes as shown thereon; and

WHEREAS, EARNSHAW, INC. is the owner of all of the lots shown on the aforementioned plat of GREYSTONE ESTATES SOUTH EXCEPT Lot 1 Block 1 thereof, and now desires to place certain restrictions on specific lots owned by it and shown on said plat, all of which restrictions shall be for the use and benefit of the present owner thereof and its future grantees.

NOW, THEREFORE, in consideration of the premises, EARNSHAW, INC., for itself and for its successors and assigns, and for their future grantees, hereby declares that Lot 2 to 19, both inclusive, Block 1; Lots 1 to 17, both inclusive, Block 2; Lots 1 to 7, both inclusive, Block 3; Lots 1 to 9, both inclusive, Block 4; Lots 1, Block 5; Lots 1 and 2, Block 6; Lots 1 to 11, both inclusive, Block 7; Lots 1 to 11, both inclusive, Block 8; and Lots 1 to 3, both inclusive, Block 9, of GREYSTONE ESTATES SOUTH, as shown on the aforesaid plat, shall be the same hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED.

For the purpose of these restrictions, the word "street" shall mean any street, drive, avenue or terrace of whatever name which is shown on said plat of Greystone Estates South.

The word "outbuilding" shall mean an enclosed or unenclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "lot" may mean either any numbered lot as platted or any tract or tracts of land as conveyed, which may consist of one or more numbered lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from Earnshaw, Inc. and Earnshaw Land Co., Inc. or from their successors and assigns.

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 thereof for a period of time ending on January 1, 2001, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION 1. USE OF LAND.

None of the lots hereby restricted 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 the lots hereby restricted shall be designed for occupancy by a single family. Earnshaw, Inc. reserves the right to maintain a residential real estate sales and business type office upon any of the lots hereby restricted and owned by it for the purpose of promoting, advertising for sale, showing and selling real estate.

SECTION 2. SETBACK OF RESIDENCES FROM STREET

No part of any residence, except as hereinafter provided, may be erected or maintained on any of these lots hereby restricted nearer the street than is the building line or lines on said plat of Greystone Estates South on the lot or lots on which such residence is erected, provided that Earnshaw, Inc. shall have and done 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 owners 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 that will permit the erection or maintenance of any residence on any lot, exclusive of those projections hereinafter set forth, more than 5 feet nearer to the street than the building line shown on said plat on such lot or lots. Reference is made herein to 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 Earnshaw, Inc. in any of the said building lines, provided that such building lines shall in no case be established nearer to the new location of any of the said streets, and provided, further, that Earnshaw, Inc. 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 provided, further, that the widening of any said streets shall not, for the purpose of these restrictions, be deemed to be a relocation of said street.

Those parts of the residence that may project to the front of and be nearer to the street or streets than the building lines on said plat, and the distance that each may project, are as follows:

- (a) Window Projections: Bay, bow, or oriel, dormer and other projecting windows not exceeding one story in height may project beyond the building lines not to exceed 3 feet.
- (b) Miscellaneous Projections: Cornices, sprouting, chimneys, brackets, pilasters, grillework, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the building lines not to exceed 4 feet.
- (c) Vestibule Projections: Any vestibule not more than one story in height may project beyond the building lines not to exceed four (4) feet.

SECTION 3. RIGHT TO APPROVE PLANS.

No building or other structure, including unenclosed or covered porches, shall be erected, placed, re-constructed or altered on any of the lots hereby restricted unless the plans, specifications and plot plan showing the exact location of such building have been approved, in writing, by Earnshaw, Inc. Such approval shall be based on conformity and harmony of external design and the location of the building with respect to topography and finished ground elevation with existing structures in Greystone Estates South.

SECTION 4. OUTBUILDING PROHIBITED.

No outbuilding or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent, in writing, of Earnshaw, Inc.

SECTION 5. PERGOLAS PROHIBITED

No pergola, or any detached structure for purely ornamental purposes, may be erected on any of the lots hereby restricted without the consent, in writing, of Earnshaw, Inc.

SECTION 6. OIL TANKS PROHIBITED.

No tank for the storage of fuel may be maintained on any of the lots hereby restricted, above the surface of the ground, without the consent, in writing, of Earnshaw, Inc.

SECTION 7. RESTRICTIONS OF MAINTAINING PETS

No wild, semi-wild, or domestic animals, reptiles or birds may be kept or maintained upon any of the lots hereby restricted without the prior consent, in writing, of Earnshaw, Inc., except that no more than two (2) dogs, two (2) cats, two (2) rabbits, or

two (2) birds or any combination of the foregoing specific animals listed in this exception not exceeding the aggregate two (2), may be kept on any such lots without such consent.

SECTION 8. BILLBOARDS, SIGNS AND ADVERTISING RESTRICTED

Except for entrance signs, signs for traffic control or safety, community “theme areas” and such promotional sign or signs as may be maintained by Earnshaw Land co., Inc. or Robert R. Earnshaw Construction Co., Inc, no signs, billboards, objects or advertising devices of any character shall be erected, posted, displayed or permitted to remain upon any of the lots hereby restricted or upon any improvement located upon such lots.

SECTION 9. ABOVE GROUND SWIMMING POOLS PROHIBITED.

No above ground swimming pool may be constructed or maintained on any of the lots hereby restricted.

SECTION 10. EXTERIOR TELEVISION ANTENNA OR RADIO AERIAL PROHIBITED

No exterior television antennas or radio aerials may be kept or maintained on any of the lots hereby restricted except within the confines of the dwelling unit erected thereon.

SECTION 11. AUTOMOBILE REPAIRING, OVERNIGHT PARKING OF RECREATIONAL VEHICLES, CAR-VANS, CAR-TRUCKS, TWO OR THREE WHEELED MOTORIZED VEHICLES, TRUCKS, TRAILERS, BUSES, CAMPERS, INOPERATIVE MOTOR VEHICLES, BOATS OR DELIVERY VEHICLES RESTRICTED.

No automotive repair or rebuilding, whether for hire or otherwise, shall occur on any of the lots hereby restricted, except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage located on such lot. No recreational vehicles, car-vans, car-trucks, two or three wheeled motorized vehicles, trucks, trailers, buses, campers, inoperative motor vehicles of any nature, boats, or delivery vehicles may be stored or parked on any portion of the lots hereby restricted for a period longer than fifteen (15) hours without the prior consent, in writing, of Earnshaw, Inc.

SECTION 12. BURNING OF TRASH, LEAVES, OR OTHER WASTE PROHIBITED

No trash, leaves or other waste may be burned on any of the lots hereby restricted without the consent, in writing, of Earnshaw, Inc.

SECTION 13. LIMITED USE OF MOTOR VEHICLES

No motorized vehicle may be operated at any time on any lot hereby restricted unless the driver of such vehicle has a valid license as an operator or a chauffeur as such terms are defined by the laws of the State of Kansas. No licensed or unlicensed driver may operate a motorized vehicle on any vacant lot hereby restricted without the consent, in writing, of Earnshaw, Inc.

SECTION 14. ENVIRONMENTAL REFUGE AREA

The Environmental Refuge Area is hereby defined as all of the Northeasterly 35 feet of Lots 11 to 16, both inclusive, Block 1; all of the Northeasterly 40 feet of Lots 16 to 19, both inclusive, Block 1; and all of the Northerly 35 feet of Lot 1, Block 5, all in Greystone Estates South, a subdivision in the city of Lenexa, Johnson County, Kansas. No hunting or trapping of wildlife is permitted within said Environmental Refuge Area. The existing terrain, rocks, trees, bushes, undergrowth and ground cover in said Environmental Refuge Area as herein defined shall not be cut, trimmed, mowed, altered, rebuilt or otherwise disturbed from its present and natural state without the prior consent, in writing, of Earnshaw, Inc.

SECTION 15. POLES, FENCES, WALLS AND SHRUBS RESTRICTED

No pole, fence, wall, shrub, hedge shall be erected, constructed, re-constructed, planted or maintained upon any of the lots hereby restricted without prior written approval as to material, design, shape, location, species and heights, by Earnshaw, Inc.

SECTION 16. MISCELLANEOUS PROVISIONS.

- (a) Garage doors: All doors on garages located on the lots hereby restricted shall be kept closed except when opened for the purpose of parking or removal therefore of motor vehicles.
- (b) Exterior Clothes Lines and Poles: No exterior clothes lines or poles may be erected or maintained on any of the lots hereby restricted
- (c) Exterior Christmas Lights and/or Decorations: No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted except during a sixty (60) day period beginning November 15th of each calendar year.
- (d) Garage, Porch or Basement Sales: No garage, porch or basement sales may be conducted on any lots hereby restricted without the prior consent, in writing, of Earnshaw, Inc.
- (e) Dogs Running at Large: No dog shall be allowed to run at large on any lots hereby restricted.
- (f) Exterior Basketball Goals: No exterior basketball goals shall be erected or maintained on any of the lots hereby restricted without the prior consent, in writing, of Earnshaw, Inc.

- (g) Mailboxes: Mailboxes which are not an integral part of the dwelling house shall be grouped in locations to be determined from time to time by Earnshaw, Inc.
- (h) Air Conditioning Units: No air conditioning unit shall be installed in such a manner as to project through an exterior wall or window of any residence on the lots hereby restricted without the prior written consent of Earnshaw, Inc.
- (i) Exterior Paint Colors: The color or colors of paint or stain to be hereinafter applied to the exterior of residences located on any of the lots hereby restricted must be first approved, in writing, by Earnshaw, Inc.
- (j) Care and Maintenance of Yards: All of the lots hereby restricted shall at all times be kept mowed to a height not to exceed six (6) inches and shall, at all times, be kept free from weeds, debris, trash and other litter.
- (k) Temporary Construction Easement: Robert R. Earnshaw Construction Co., Inc. shall have and is hereby granted a temporary ten (10) foot construction easement over each of the lots hereby restricted, which said easement shall be immediately adjacent to each lot on which a residence is then being constructed.
- (l) Solicitors Restricted: No solicitors, for any purpose, shall be permitted on any of the lots hereby restricted without the prior written consent of Earnshaw, Inc.

SECTION 17. DURATION OF RESTRICTIONS.

Each of the restrictions herein set forth shall continue and be binding upon Earnshaw, Inc., and upon its successors and assigns until January 1st, 2001, and shall automatically be continued thereafter for successive period of 25 years each, provided, however, that the owners of the fee simple title to more than 51 percent of the front feet of all of the lots hereby specifically restricted, and enumerated in this instrument, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on January 1st, 2001, or at the end of any successive 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 Register of Deeds of Johnson County, Kansas, prior to January 1st, 1976, or at least 5 years prior to the expiration of any 25 year period after January 1st, 2001.

SECTION 18. RIGHT TO ENFORCE

The restrictions herein set forth shall run with the land and bind the present owner, 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 thereof, but no restriction 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 Earnshaw, Inc., its successors and assigns, 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 Earnshaw, Inc., its successors and assigns 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. Earnshaw, Inc., may, by appropriate agreement made expressly for the 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 EARNSHAW, 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 8th day of September, 1976.