

STATE OF KANSAS }  
COUNTY OF JOHNSON }  
FILED FOR RECORD

1978 JUN 8 AM 9 42 3

15.00  
RUBIE M. SCOTT  
REGISTER OF DEEDS  
BY DEP.

1170951

EXHIBIT A

DECLARATION OF RESTRICTIONS

WHEREAS, Blue Valley West Partnership, hereinafter referred to as the Developer, is the owner of real estate situated in Johnson County, Kansas, described as follows, to-wit:

The East One Half of the Northeast Quarter of Section 24, Township 14, Range 24, Johnson County, Kansas, except part in dedicated roads.

and

WHEREAS, the Developer has heretofore executed a Certificate of Survey on all of the above described real estate, which survey was recorded on the 28th day of March, 1978, in the Office of the Register of Deeds of Johnson County, Kansas, under Document No. 1157824 in Plat Book 1317, at Page 13, such recorded Certificate of Survey designating all of the above described real estate as Blue Valley West, a subdivision in Johnson County, Kansas; and

WHEREAS, the Developer now desires to place certain restrictions on all of the above described real estate, except that part in dedicated roads, 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, the Developer, for itself and for its successors and assigns, and for its and their future grantees, hereby declares that the following described real estate situated in Johnson County, Kansas, described as follows, to-wit:

The East One Half of the Northeast Quarter of Section 24, Township 14, Range 24, Johnson County, Kansas, except part in dedicated roads

as shown on the above described Certificate of Survey, and known as Blue Valley West, a subdivision in Johnson County, Kansas, shall be

and the same are hereby restricted as to their use in the manner  
hereinafter set forth:

1. For the purposes of these restrictions, the following  
terms used herein shall have the following described meaning:

The word "street" shall mean any street or road of whatever  
name which is shown on said Certificate of Survey of Blue Valley West,  
a subdivision in Johnson County, Kansas.

The word "lot" shall mean any tract lying within Blue Valley  
West, a subdivision in Johnson County, Kansas upon which a residence  
may be erected in accordance with the restrictions hereinafter set  
forth, or as set forth in the individual deeds from the Developer or from  
the successors and assigns of the Developer.

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

The word "developer" shall mean Blue Valley West Partnership,  
or its successors and assigns.

2. All persons and corporations who now own or shall hereafter  
acquire any interest in the lots as above defined and hereby restricted,  
shall be taken to hold and agree and covenant with the owners of said  
lots, and with their 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 March 28, 1998, provided, however, that each of  
said restrictions shall be renewable in the manner hereinafter set forth.

3. None of the lots hereby restricted may be improved, used or  
occupied for other than private residence purposes, and no apartment  
house or similar structure, 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. No buyer of any such lot shall subdivide the lot so conveyed to them. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached private garage for not more than three cars. Driveways of either concrete or asphalt must be completed at the time construction is finished.

4. No one-story residence shall be erected on any lot herein restricted which contains less than sixteen hundred (1600) square feet of enclosed living area, excluding basements, garages and porches. No one and one-half story residence, split level residence, two-story residence or two and one-half story residence shall be erected on any lot herein restricted which contains less than two thousand (2000) square feet of enclosed living area, excluding basements, garages and porches, and any such one and one-half story residence, split level residence, two-story residence or two and one-half story residence must have at least twelve hundred (1200) square feet of enclosed living area on the first or ground floor level.

5. All plot and building plans, prior to the commencement of actual construction, must be submitted to and approved in writing by the developer. The signature approval of the Developer is required for the issuance of a building permit for construction on any lot.

6. No part of any residence, including attached garages and porches, enclosed or unenclosed, covered or uncovered, erected or maintained on any lot hereby restricted, shall be situated on such lot less than fifty (50) feet from the front property line of such lot. Any residence, including attached garages and porches, enclosed or unenclosed, covered or uncovered, erected or maintained on any lot hereby restricted, shall be situated on such lot in such fashion that the distance between said residence and the side property lines of each lot shall be approximately equal in distance, but in no event shall said residence be less than twenty (20) feet from each side property line of each such lot.

7. No outbuildings or detached structures pertinent to the residence may be erected on any of the lots hereby restricted without the prior written consent of the Developer. No outbuilding or other detached structure shall be used for either permanent or temporary living quarters.

8. Once construction is commenced on any residence or other structure, said construction must be completed within six (6) months from the date said construction is commenced.

9. All residences and other related structures on the lots hereby restricted shall have roofs constructed of wood, tile, slate or other materials specifically approved in writing by the Developer.

10. No fence more than six (6) feet in height may be erected between the established front building line and the rear lot line. No fence may be erected between the established front building line and the front line without the prior written approval of the Developer. All fences erected on lots hereby restricted shall be constructed of natural cedar, redwood, ~~brick~~, stone or other materials specifically approved in writing by the Developer.

11. No tank for the storage of fuel or other materials may be maintained above the surface of the ground on any of the lots hereby restricted.

12. No free standing or out-of-ground swimming pool may be erected or maintained upon any of the lots hereby restricted. No permanent swimming pool may be constructed without the prior written approval of the Developer, which said approval shall prescribe the type and design of required fencing to enclose such swimming pool.

13. In the event any residence or other permitted structure is damaged by fire, wind storm or other damage, it shall not be permitted to remain in a damaged condition longer than three (3) months from the date that the damage occurred.

14. No livestock or poultry may be kept or maintained on any of the lots hereby restricted. No more than two dogs or cats over the age of three (3) months may be kept or maintained on any of the lots hereby restricted without the prior written consent of the Developer.

15. The raising of dogs, cats or other animals on the lots hereby restricted for the purposes of sale is prohibited.

16. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot upon which it is erected.

17. No inoperative motor vehicles of any kind may be stored or parked on any of the lots hereby restricted. No trucks, trailers, boats, buses, campers or delivery vehicles may be parked or stored overnight on any lot hereby restricted within seventy-five (75) feet of the middle of any platted street or road or within twenty-five (25) feet from any side line of such lot.

18. No trash, leaves or other waste may be burned on any of the lots hereby restricted without the prior written consent of the Developer.

19. No exterior clothes lines or poles may be erected or maintained on any of the lots hereby restricted.

20. 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.

21. Basements, garages or other types of outbuildings constructed on the lots hereby restricted shall not be used for residential use at any time.

22. No house trailers shall be allowed on any of the lots restricted hereunder, nor shall any temporary residences be erected, and no permanent residences or any part thereof, shall be occupied until completed.

23. Mail boxes shall be grouped in locations determined by the Developer, but no such mail boxes shall be furnished by the Developer.

24. None of the lots restricted hereunder shall be used for the dumping of trash or other refuse, or for the storage of equipment and materials other than those required during the construction of the residence or other permitted structure on said lot.

25. Any residence constructed on any of the lots hereby restricted shall have either a two-car garage or a three-car garage, and the minimum size of a two-car garage shall be twenty (20) feet by twenty-two (22) feet. Only garages which are attached or those which are so located as to appear to be attached, will be permitted.

26. It is agreed that if the owner or owners of any lot fails or refuses to cut weeds or brush from the cleared portions of such lot, then the Developer shall have authorization to do so and the cost thereof to be taxed as a lien against such lot.

27. Easements for the installation and maintenance of utilities and drainage facilities are reserved on the front ten (10) feet of each of the lots hereby restricted. Within these easements, no structure, planning or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of such lot, except for those improvements for which a public authority or utility company is responsible.

28. If the property owners in Blue Valley West subdivision desire that a homes association be formed, such homes association may be formed by the agreement in writing of fifty-one percent (51%) or more of the property owners in Blue Valley West subdivision. If such homes association is formed, such homes association will take over the duties of the Developer in regard to approvals as set forth in this Declaration of Restrictions. The assumption of the duties of the Developer may not be assumed by such homes association until Blue Valley West subdivision is completed and released in writing by the Developer to such homes association.

29. Each of the restrictions herein set forth shall contain and shall be binding upon the Developer and upon its successors and assigns, until March 28, 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 seventy-five percent (75%) of the front feet of all of the lots hereby restricted and enumerated in this Declaration of Restrictions or in the Certificate of Survey of Blue Valley West subdivision, may release all of the lots and land which is hereby restricted from any one or more of the restrictions herein set forth, on March 28, 1998, or at the end of any successive five (5) 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 March 28, 1998, or prior to the expiration of any successive five (5) year period after March 28, 1998.

30. All common areas in the subdivision shall be maintained by the Developer until a Blue Valley West homes association is formed under an instrument entitled Declaration Creating Blue Valley West 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, islands and other landscaped areas shown upon the Certificate of Survey not being a part of any particular lot whether or not the same shall be deeded by Blue Valley West Partnership 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, the Developer or other appropriate governmental authority 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 Developer or the appropriate governmental authority 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 said restrictions, and may bring other proper legal action.

31. The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and with each of them to conform 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 corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land; and the Developer, 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 the Developer, 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. The Developer may, by appropriate agreement made expressly for the purpose, assign or convey to any person or corporation all 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 Declaration of Restrictions.

32. The only requirement to be complied with is the creation of the Upper Blue River Basin Sewer District as recorded in Book 1105, Page 452, which subjects the lots in Blue Valley West to assessment to spread the cost of construction of sewers within the sewer district. Since the sewers are not yet under construction, assessments for their construction are not yet available, but the lots lying within the subdivision of Blue Valley West will all be subject to assessment upon completion of construction at which time such assessment will be levied.

IN WITNESS WHEREOF, the Blue Valley West partners have caused this Declaration of Restrictions to be exercised on this 8th  
day of June, 1978.

BLUE VALLEY WEST  
PARTNERSHIP

Hugh T. Forbes  
Hugh T. Forbes

Jack Forbes  
Jack Forbes

David C. Graves  
David C. Graves

Kevin K. Nunnink  
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