

67993

BOOK 203

DECLARATION OF RESTRICTIONS

We, the undersigned,

Carl Shindler \_\_\_\_\_  
Gene M. Shindler \_\_\_\_\_  
 \_\_\_\_\_

Being the owners of the real estate herein described, and in anticipation of improving said property as described herein as residential units and selling the same, hereby declare and create the following restrictions and conditions relative to the use, occupancy, and ownership of said property to-wit:

A. RESIDENTIAL AREA COVENANTSA-1 Land Use and Building:

No lot shall be used except for residential purposes. 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 stories in height and a private garage for not more than two cars.

A-2 Architectural Control:

No building, fence, or wall shall be created, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be as hereinafter designed in Part B.

A-3 Dwelling Size:

The ground floor area of the main structure, exclusive of one story open porches and garages shall not be less than 1,000 (one-thousand) square feet for a one story dwelling, and 800 (eight hundred) for a dwelling of more than one story.

A-4 Building Location:

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line to be shown on a recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than fifteen (15) feet to any side

street line. No buildings shall be located nearer than five (5) feet to an interior, or side property line, unless such line be the boundary between lots owned by the same person.

A-5 Lot Area and Width:

No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having a total area of less than six thousand (6,000) square feet.

A-6 Easements:

Easements for the installation and maintenance of utilities shall be provided at the rear or each lot. Easements for area drainage shall be provided as required.

A-7 Nuisance:

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

A-8 Temporary Structures:

No structure of a temporary nature such as a trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

A-9 Signs:

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

A-10 Oil and Mining Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

A-11 Livestock and Poultry:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

**B ARCHITECTURAL CONTROL COMMITTEE:**

**B-1 Membership**

The architectural control committee will be three (3) members, named as follows:

- Carl Hird, Jr., 2120 Orchard Lane, Lawrence, Ks.
- Irene Hird, 2120 Orchard Lane, Lawrence, Ks.
- Donald M. Robertson, 931 Madeline Lane, Lawrence, Ks.

A majority of the committee may designate a single representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

**B-2 Procedure:**

The committees approval or disapproval of plans and specifications as required in these covenants, shall be in writing. In the event the committee, or its designated representative shall fail to approve or disapprove plans and specifications within thirty (30) days after submission to them, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**C GENERAL PROVISIONS:**

**C-1 Terms:**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from recordation after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**C-2 Enforcement:**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to cover damages.

**C-3 Severability:**

Invalidations of any one part of these covenants by judgement or court order shall not effect any of the other provisions which shall remain in full force and effect.

The real estate to which these covenants and restrictions shall apply is described as follows:

A tract known as "Holiday Hills" an addition to Lawrence, Kansas.

Executed at Lawrence, Kansas this 9th day of December 1958.

By

Carl Hird, Jr.

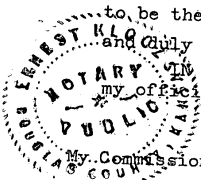
Irene M. Hird

*Carl Hird, Jr.*  
*Irene M. Hird*

STATE OF KANSAS, COUNTY OF DOUGLAS, SS:

BE IT REMEMBERED, That on this 9th day of December A. D., 1958, before me Ernest Klooz, a Notary Public and for said County and State (Notary Public) Carl Hird, Jr and Irene M. Hird, his wife, to me personally to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



*Ernest Klooz*  
Ernest Klooz, Notary Public.

Recorded December 9, 1958 at 9:00 A.M.

*Harold A. Beck* Register of Deeds