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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that N. W. DIBLE COMPANY, a partnership, consisting of John D. Hickok, and William H. Hickok, the owners of the real estate situated in the County of Johnson, State of Kansas, described as follows, to-wit:

"All of that land now platted or hereafter platted as PINEHURST ESTATES, a subdivision in Overland Park, Johnson County, Kansas,"

do 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 N. W. Dible Company 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 porches, garages and basement areas, finished or unfinished shall not be less than 1600 square feet for a one-story residence; 2000 square feet for a two-story residence or a split level residence; or 1800 square feet for a one and one-half story residence with at least 1600 square feet being on the first floor. Before construction is commenced, the builder shall submit the plans for each structure to the N. W. Dible Company and no construction shall commence until said plans have been approved by the N. W. Dible Company. A copy of such plans showing said approval shall remain on file with the N. W. Dible Company.

3. No building or part thereof, exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and similar projections, shall be nearer the street line than the building set back lines shown on said plat, provided, however, said N. W. Dible Company reserves the right to alter and amend the set back lines and side line restrictions of specific lots, (but not to exceed five feet), from time to time by filing an appropriate instrument in writing in the office of the Registrar 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 feet in height shall be constructed without the written consent of the N. W. Dible Company if a part of the original construction, or the written consent of the Pinehurst Estates Homes Association if constructed after the residential structure is completed.

6. No business and no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be 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 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, campers, 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 foundations walls which are exposed in excess of twelve inches (12") above final grade level shall be painted the same color as the house, or covered with siding compatible with the structure.

12. N. W. Dible Company 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 \$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 inches apart, or zoysia plugs no farther than six 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 Pinehurst Estates Homes Association, if the same be in existence, and if the same be not yet in existence, the prior written approval of the N. W. Dible Company 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 Homes Association prior to any roof replacement.

16. All common areas in the subdivision shall be maintained by the N. W. Dible Company until a Pinehurst Estates Homes Association is formed under any instrument executed this date entitled Declaration Creating Pinehurst Estates 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 plat not 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 N. W. Dible Company 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, N. W. Dible Company 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 N. W. Dible Company 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.

Invalidation 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, 1985, and shall automatically be continued thereafter for successive periods of 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, 1985, or at the expiration of any ten year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same in the office of the Registrar 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 N. W. Dible Company, and all persons claiming by, through, or under it.

N. W. DIBLE COMPANY

By John D. Hickok  
John D. Hickok

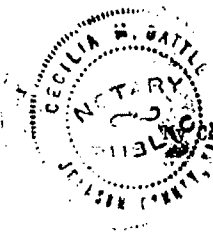
William H. Hickok  
William H. Hickok

STATE OF KANSAS )  
County of Johnson ) ss

On this 21st day of May, 1974, before me, appeared John D. Hickok and William H. Hickok, to me personally known, who being by me duly sworn, did say that they are partners of the N. W. Dible Company, and that said instrument was signed and sealed in behalf of said partners, by authority of its members, and said John D. Hickok and William h. Hickok acknowledged said instrument to be the free act and deed of said Pinehurst Estates Homes Association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written at my office in Johnson County, Kansas.

Cecilia M. Battle  
NOTARY PUBLIC, Cecilia M. Battle



Commission Expires August 13, 1976

STATE OF KANSAS )  
COUNTY OF JOHNSON ) ss  
FILED FOR RECORD

1974 JUN 4 PM 2 26 9  
Marguerite M. Brenner  
MARGUERITE M. BRENNER  
REGISTER OF DEEDS  
BY \_\_\_\_\_ DEP