

**DECLARATION OF RESTRICTIONS
TO
OXFORD CREST HOMES ASSOCIATION**

(a.k.a. Harmony South, 2nd Plat)

WHEREAS, Morse Development Co., Inc., a Kansas corporation (hereinafter referred to as "Developer"), is the owner and proprietor of HARMONY SOUTH, a subdivision in Johnson County, Kansas, which plat was recorded in the office of the Register of Deeds of Johnson County, Kansas in Book 42 of Plats at Page 39, and

WHEREAS, the said Developer has heretofore dedicated to the public all of the streets and roads shown on said plat for the use by the public, and

WHEREAS said Developer now desires to place certain restrictions on the following described land, to wit:

North on-half of the Southwest one-fourth of Section 11, Township 14, Range 24, Oxford Township, Johnson County, Kansas, commonly described as: Lots 1-60, both inclusive, HARMONY SOUTH, a subdivision of land located in Oxford Township, Johnson County, Kansas,

NOW, THEREFORE, in consideration of the premises the Developer for itself and its successors, and assigns, and for its future grantees, hereby agrees that all of the lots shown on the above described plat shall be and they are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED

For the purpose of these restrictions, the word "Developer" shall mean Morse Development Co., Inc.

The word "street" shall mean any street, road, drive or avenue of whatever name, as shown on said plat of Harmony South

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

The word "lot" may mean either any lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more lots, or part or parts of one or more 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 the Developer, or from its successors and assigns. A corner lot shall be deemed to be any lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

PERSONS BOUND BY THESE RESTRICTIONS

All persons and corporations who now own or shall hereafter acquire any interest in the above described 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 thereon for a period of time ending on September 1, 2002, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION I. USE OF LAND

None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no flat or apartment house, though 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 business outbuilding shall be erected nor business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood provided, always however, that the Developer reserves the right to maintain a residential real estate sales office, upon any of the herein restricted lots owned by it for the purpose of promoting, advertising for sale, showing or selling lots, either improved or unimproved, within Harmony South.

SECTION II. REQUIRED HEIGHT OF RESIDENCE

Any residence erected on any of the lots hereby restricted shall not be more than two stories in height, provided, however, that a residence of more than two stories in height may be erected thereon with the consent in writing of the Developer.

SECTION III. FRONTAGE OF RESIDENCES ON STREETS

Any residence erected wholly or partially on any corner lot, or any part of parts thereof, shall front or present a good frontage on the street or streets designated by the Developer, in its deed to said lot or part thereof.

It is provided however, that if any part less than the whole of any corner lot is acquired by the owner of an inside lot, contiguous to said corner lot, then, as to the part of such corner lot so acquired, the provisions hereof requiring a residence erected on a corner lot to front or present a good frontage on the street or streets designated by the Developer, shall not be operative, but the part of the corner lot so acquired shall be deemed to a part of the inside lot to which it is contiguous, as to the restrictions governing the frontage of the residence on the street, and said part of any such corner lot so acquired shall be subject to the restrictions applicable to the inside lot.

SECTION IV. SETBACK OF RESIDENCES FROM STREET

- (a) No part of any residence or fence, except as hereinafter provided, may be erected or maintained on any of the lots hereby restricted, nearer to the front street or the side street than the front building line or the side building line shown on said plat of Harmony South, on the lot or lots on which such residence may be erected, provided, however that the Developer shall have, and does 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 with the consent in writing of the then record owners of the fee simple title to any such lot, change any such building line which is shown on said plat, on any such lot or lots, or which may in the future be established by it; provided, however, that no fences or walls in any event more than two feet high may be erected nearer the front street than the front building line of the house as erected, nor nearer the side street than the side building line of the house as erected.
- (b) Those parts of the residence which may project to the front of and be nearer to the front street and the side streets than the front building lines and the side building lines shown on said plat, and the distance which each may project are as follows:
 - (1) Window Projections: Bay, bow, or oriel, dormer and other projecting window may project beyond the front building lines and the side building lines not to exceed three feet.

- (2) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed four feet.
- (3) Vestibule Projections: Any vestibule not more than one story in height may project beyond the front building lines and the side building lines not exceed four feet.
- (4) Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building lines not exceed six feet; on corner lots unenclosed, covered porches, balconies and porte cocheres may project beyond the side building lines not to exceed six feet.
- (5) Cantilever Projections: Upper stories on any dwelling may project beyond the front building lines and the side building lines not exceed three feet.

SECTION V. REQUIRED SIZE OF RESIDENCE

Any residence erected on any lot in Harmony South shall contain a minimum of one thousand eight hundred square feet of enclosed floor area, and any residence one and one-half stories or two stories in height erected on any of said lots, shall contain a minimum of nine hundred square feet of such enclosed floor area on the first floor thereof.

The words "enclosed floor area" as used herein shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics; provided, however, that certain interior areas of the first floor need not be immediately finished for occupancy if the residence is so designed and build that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

The Developer reserves the absolute and incontestable right to determine whether the enclosed floor area of any split-level or bi-level residence (as distinguished from traditional one and one-half or two story residences), and/or the enclosed floor area on the first floor thereof, meets the minimum requirements provided for hereunder, and such determination shall be final. The Developer hereby also reserves the right to reduce any of the enclosed floor area requirements set forth above.

SECTION VI. FREE SPACE REQUIRED

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth in Section IV, erected or maintained on any of the lots hereby restricted or on any part or parts thereof, as shown on the aforesaid plat, shall not occupy more than eighty percent of the width of the lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plat, or as established by the Developer in the conveyance of any lot, or on such front building line produced to the side lines of the lots, whichever line is of greater length, without the approval in writing of the Developer.

SECTION VII. RIGHT TO APPROVE PLANS

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Architectural Control Committee.

Upon any such request for approval the party requesting such approval shall submit simultaneously with said request the following documentation:

- (a) Four exterior elevations delineating front elevation, back elevation, and both side elevations..
- (b) A site plan of the house as it will sit on the lot.
- (c) Floor plan.
- (d) A list of all exterior materials to be used which will include roof, masonry, siding and windows.
- (e) A landscape plan showing proposed planting for the yard.
- (f) A schedule of exterior colors to be used.

The documentation listed above is intended only as a minimum requirement and the Architectural Control Committee shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

Any member of the Committee may be dismissed from said Committee provided that a three-fourths majority of the members other than the member whose dismissal is the subject of the vote, vote for such dismissal. In the event of death or resignation of any member of said Committee, the remaining member, or members, shall have full authority to approve or disapprove such design and locations, or to designate a representative with like authority, and to designate a successor. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of said building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of ninety percent 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.

Anything in this Declaration of Restrictions to the contrary notwithstanding, the Developer, its successors and assigns, shall have, and do hereby reserve, the right to determine the location of all buildings upon the respective lot or lots, except as it may be restricted in the making such determination by the provisions of Sections IV and VI herein, and the relation of the top of the foundation thereof to the street level.

SECTION VIII. MAINTAINING SIGHT DISTANCE

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION IX. REQUIRED BUILDING MATERIALS

Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood shingles, wood siding, wood paneling, plate glass, masonite, or a combination thereof. Manufactured stone and lava rock for exterior walls is prohibited. Windows, doors and louvers shall be of wood or colored metal and glass. Roofs shall be covered with wood shingles, wood shakes, slate or tile. Any building products which may come into general usage for dwelling construction in this area after the date of these restrictions shall be acceptable if approved in writing by the Architectural Control Committee. All wood and masonite

exteriors, except roofs and shake side walls, shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Architectural Control Committee.

No excavation, foundations, footings, building or any other form of improvement shall be permitted to remain in an unfinished condition for longer than nine months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than six months. Any owner of a structure in violation of this section may, in the discretion of the Architectural Control Committee, be assessed a fine of from one dollar to one hundred dollars per day for every day the violation continues.

The fine provided for herein if not paid when due by said owner, shall become a lien upon the real estate upon which the structure in violation of this section is associated, provided, however, that such lien will be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. Said fines shall be due thirty days from the date of notification of the then record owner of any lot upon which the violation occurs, and if not paid within said thirty day period, shall bear interest at the rate of ten percent per annum until paid. Any such interest accruing shall also be a lien upon the real estate and all such liens may be enforced the association in any court in John son county, Kansas having jurisdiction of suit for the enforcement of such lien.

SECTION X. SEEDED OR SODDED YARDS

The entire front, rear and side yards of every lot in Harmony South and the unpaved portions of street easements contiguous thereto shall be seeded or sodded with bluegrass at the earliest time after construction of a dwelling on said lot as the weather will permit, and in no instance will plugging be considered a substitute for such original sodding without the consent in writing of the Architectural Control Committee.

SECTION XI. OUTBUILDING PROHIBITED

No building or other detached structures appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee.

SECTION XII. FENCES, WALLS and SHRUBS

No fence, wall shrub or hedge shall be erected, constructed, planted or maintained upon any of the lots hereby restricted without written approval as the material, design, shape, location species and height by the Architectural Control Committee and said Architectural Control Committee shall have complete discretion with regard to such approval, provided however that said Architectural Control Committee shall not approve any fence, wall, hedge or shrub that violates Section VII hereof.

SECTION XIII. ABOVE GROUND SWIMMING POOLS PROHIBITED

No above ground swimming pool may be maintained upon any of the lots hereby restricted.

SECTION XIV. OIL TANKS PROHIBITED

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

SECTION XV. OUTSIDE ANTENNAS PROHIBITED

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

SECTION XVI. RESTRICTIONS ON MAINTAINING PETS

No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any of the lots hereby restricted without the consent in writing of the Architectural Control Committee, Except that no more than two dogs, two cats, two rabbits, or two birds or any combination of the foregoing specific animals listed in this exception not exceeding the aggregate two may be kept on any such lots without such consent.

SECTION XVII. BILLBOARDS PROHIBITED

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the Architectural control Committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than two advertising boards on each lot or tract as sold and conveyed, which advertising boards shall not be more that six square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which they are erected; and provided further, that nothing in this section shall be construed to prohibit the erection of subdivision entrance structures by the Developer, its grantees, assignees, or licensees at such place or places as it or they may determine, which structures may or may not display the name of said subdivision.

SECTION XVIII. AUTOMOBILE REPAIRING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, ETC.

No automotive repair or rebuilding or any other form of automotive manufacture, 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 build on the said premises and permitted under other provisions of these restrictions.

No automobile, truck, motorcycle, motorbike, motor scooter, boat, airplane, house trailer, boat trailer, camping trailer, motor home, or vehicle of any other type or description may be stored upon any of the lots hereby restricted, except that such storage (except storage for hire) shall be permitted within the confines of any building built on any of the lots hereby restricted and permitted under other provisions of these restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than two automobiles, but not including a pick-up truck with camper, in running condition and in a reasonable state of repair and preservation on any drive way permitted to be maintained on any of the lots hereby restricted.

SECTION XIX. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Harmony South.

SECTION XX. MAINTENANCE OF LOT

Each owner agrees by acceptance of a deed to property hereby restricted to maintain said property and all improvements thereupon including without limitation the cutting, trimming of all lawn areas and necessary care and maintenance of all plantings upon said property.

SECTION XXI. DURATION OF RESTRICTIONS

Each of the restrictions herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until September 1, 2002, and shall automatically be continued thereafter for successive periods of twenty-five years each, provided, however, that the owners of the fee simple title to more than fifty percent of the front feet of all of the lots hereby specifically restricted, and set forth 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 September 1, 2002, or at the end of any successive five-year period thereafter, by executing an 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 August 21, 2002 or at least ten days prior to the expiration of any successive five-year period after September 1, 2002.

SECTION XXII. 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 thereon, but no restrictions 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, and also the owner or owners of any of the lots hereby restricted 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 or assigns, or any owner or owners of any lot or lots hereby restricted 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 that purpose, or by means of express words to that effect, contained in a deed to any lots restricted hereby, assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it in respect to all or any part of said lots, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign these rights, or any on or more of them, at any time or times, in the same way and manner as though directly reserved by them, in this instrument.

SECTION XXIII. ADDITION OF LAND

The Developer shall have , and expressly reserves the right from time to time to add such other land as it may now own or hereafter acquire, to the operation of the provisions of this Declaration of Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Johnson county, Kansas. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subject to all of the terms and provisions hereof, in the same manner and with like effect as though the same had been originally described herein and subjected, to the provisions hereof.

MORSE DEVELOPMENT COMPANY, INC.