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DECLARATION OF RESTRICTIONS

THIS DECLARATION, Made and entered into this 24th day of June, 1974, by EARNSHAW LAND CO., INC., a Kansas corporation,

WITNESSETH: That

WHEREAS, by the terms and provisions of a certain Declaration dated June 13, 1972, and recorded in the office of the Register of Deeds of Johnson County, Kansas, Volume 840 at Page 918, provision was made for the creation and establishment of a Homes Association having within its jurisdiction that land shown on that plat of "Greystone Estates, Third Plat" which is recorded in the office of the aforesaid Register of Deeds in Plat Book 33 at Page 49; and

WHEREAS, provision was made in said Declaration for the addition to the District, as the term "District" is defined in said Declaration, of such land as is now or hereafter owned or approved for addition by Earnshaw Land Co., Inc., and

WHEREAS, Earnshaw Land Co., Inc. is now the owner of

Lots 20 to 27, both inclusive, Block 7; Lots 4 to 9, both inclusive, Block 8; Lots 1 to 18, both inclusive, Block 9; Lots 1 to 22, both inclusive, Block 10; Lots 16 to 19, both inclusive, Block 11; and Lots 27 to 36, both inclusive, GREYSTONE ESTATES, FOURTH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas,

and desires to subject said lots to the benefits to be derived from the operation of the aforesaid Association.

NOW, THEREFORE, in consideration of the premises and in consideration of the benefits to be so derived from the operation of said Association, and by virtue of the right to add other land to the District within the jurisdiction of said Association as aforesaid, Earnshaw Land Co., Inc. does hereby declare that all of:

Lots 20 to 27, both inclusive, Block 7; Lots 4 to 9, both inclusive, Block 8; Lots 1 to 18, both inclusive, Block 9; Lots 1 to 22, both inclusive, Block 10; Lots 16 to 19, both inclusive, Block 11; and Lots 27 to 36, both inclusive, GREYSTONE ESTATES, FOURTH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas,

shall be and the same are hereby made subject to all of the terms, provisions, benefits and burdens of the aforesaid Declaration dated June 13, 1972, and recorded in the office of the aforesaid

Register of Deeds in Volume 840 at Page 912 in the same way and manner as though the same had been described in said Declaration last above referred to and subject to the terms and provisions of said original Declaration.

IN WITNESS WHEREOF, Earnshaw Land Co., Inc., by authority of its Board of Directors, has caused this instrument to be executed by its Vice President, and its corporate seal to be hereto affixed the day and year first above written.

EARNSHAW LAND CO., INC.

By

*Roy S. Bennett, Jr.*  
Roy S. Bennett, Jr., Vice President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED that on this 24th day of June, 1974, before me, the undersigned, a Notary Public in and for the County and State, aforesaid, came ROY S. BENNETT, JR., Vice President of EARNSHAW LAND CO., INC., a corporation, duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

*Karon A. Bennett*  
Karon A. Bennett Notary Public

My commission expires:  
November 20, 1977

STATE OF KANSAS  
COUNTY OF JOHNSON } SS  
FILED FOR RECORD

1974 JUN 24 PM 1 59

*Marguerite M. Brenner*  
MARGUERITE M. BRENNER  
REGISTER OF DEEDS

BY

66061  
913, 732, 5522  
#2765 - all

990123 ✓

DECLARATION OF RESTRICTIONS

WHEREAS, by a certain Declaration of Restrictions dated May 30, 1972 and recorded in the office of the Register of Deeds of Johnson County, Kansas, in Volume 837 as page 520, Earnshaw Land Co., Inc. imposed certain restrictions upon certain land which is particularly and specifically described in said Declaration of Restrictions; and

WHEREAS, Earnshaw Land Co., Inc. is now the owner of

- Lots 20 to 27, both inclusive, Block 7;
- Lots 4 to 9, both inclusive, Block 8;
- Lots 1 to 18, both inclusive, Block 9;
- Lots 1 to 22, both inclusive, Block 10;
- Lots 16 to 19, both inclusive, Block 11;
- and Lots 27 to 36, both inclusive,
- GREYSTONE ESTATES, FOURTH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas,

as shown on the recorded plat thereof on file and of record in the office of the Register of Deeds, Johnson County, Kansas; and

WHEREAS, Earnshaw Land Co., Inc. now desires to impose upon

- Lots 20 to 27, both inclusive, Block 7;
- Lots 4 to 9, both inclusive, Block 8;
- Lots 1 to 18, both inclusive, Block 9;
- Lots 1 to 22, both inclusive, Block 10;
- Lots 16 to 19, both inclusive, Block 11;
- and Lots 27 to 36, both inclusive,
- GREYSTONE ESTATES, FOURTH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas,

all of the Restrictions set forth and contained in the aforesaid Declaration of Restrictions dated May 30, 1972;

NOW, THEREFORE, in consideration of the premises and by virtue of its right so to do, said Earnshaw Land Co., Inc. does hereby declare that

- Lots 20 to 27, both inclusive, Block 7;
- Lots 4 to 9, both inclusive, Block 8;
- Lots 1 to 18, both inclusive, Block 9;
- Lots 1 to 22, both inclusive, Block 10;
- Lots 16 to 19, both inclusive, Block 11;
- and Lots 27 to 36, both inclusive,
- GREYSTONE ESTATES, FOURTH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas,

as shown on the recorded plat thereof on file and of record in the office of the aforesaid Register of Deeds shall be and the same are hereby made subject to all of the terms and provisions of the aforesaid Declaration of Restrictions which is recorded in Volume 837

as page 520, for the same period or extended period of time during which any of the restrictions contained in the aforesaid Declaration of Restrictions may remain in force with respect to the property originally described therein, in the same manner and like force and effect as if those said

Lots 20 to 27, both inclusive, Block 7;  
Lots 4 to 9, both inclusive, Block 8;  
Lots 1 to 18, both inclusive, Block 9;  
Lots 1 to 22, both inclusive, Block 10;  
Lots 16 to 19, both inclusive, Block 11;  
and Lots 27 to 36, both inclusive,  
GREYSTONE ESTATES, FOURTH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas,

had been described in said Declaration of Restrictions dated May 30, 1972 and subjected to the restrictions therein contained.

IN WITNESS WHEREOF, Earnshaw Land Co., Inc. by authority of its Board of Directors, has caused these presents to be executed by its Vice President and its corporate seal to be hereto affixed this 24th day of June, 1974.

EARNSHAW LAND CO., INC.

By

Roy S. Bennett, Jr.  
Vice President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 24th day of June, 1974, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROY S. BENNETT, JR., Vice President of EARNSHAW LAND CO., INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires:

November 20, 1977.

Karon A. Bennett  
Karon A. Bennett, Notary Public

STATE OF KANSAS  
COUNTY OF JOHNSON  
FILED FOR RECORD

1974 JUN 25 AM 10:06

Marguerite M. Brekner  
REGISTER OF DEEDS

BY -2- DEP

990182

AMENDMENT TO HOMES ASSOCIATION DECLARATION

WHEREAS, by instrument dated June 13, 1972 and recorded in the office of the Register of Deeds, Johnson County, Kansas as page 918 of Volume 840 on June 15, 1972, Earnshaw Land Co., Inc., the owner of

Lots 32 to 42, both inclusive, Block 2;  
Lots 1 to 6, both inclusive, Block 6;  
Lots 1 to 19, both inclusive, Block 7;  
Lots 1 to 3, both inclusive, Block 8;  
Lots 1 to 15, both inclusive, Block 11;  
and Lots 1 to 26, both inclusive, Block  
12 of GREYSTONE ESTATES, THIRD PLAT, a  
subdivision in the City of Lenexa, Johnson  
County, Kansas,

created a homes association district comprising all of said lots and subjected all of said lots within said district to a Homes Association Declaration; and

WHEREAS, by instrument dated June 24, 1974, and recorded in the aforementioned Register of Deeds Office on June 24, 1974 as page 170 of Volume 980, Earnshaw Land Co., Inc., the owner of

Lots 20 to 27, both inclusive, Block 7;  
Lots 4 to 9, both inclusive, Block 8;  
Lots 1 to 18, both inclusive, Block 9;  
Lots 1 to 22, both inclusive, Block 10;  
Lots 16 to 19, both inclusive, Block 11;  
and Lots 27 to 36, both inclusive,  
GREYSTONE ESTATES, FOURTH PLAT, a subdivi-  
sion in the City of Lenexa, Johnson  
County, Kansas,

subjected all of the last above described lots to the aforementioned "Homes Association Declaration", thereby enlarging said homes association district to include all of the lots shown in the Third and Fourth plats of Greystone Estates, filed in the office of the Register of Deeds, Johnson County, Kansas as page 49 of Plat Book 33 and page 20 of Plat Book 36, respectively; and

WHEREAS, Section 11 of the aforementioned Homes Association Declaration provides that said declaration may be amended by the written consent of the owners of three-fourths of the land within the district as then constituted; and

WHEREAS, the undersigned owners of more than three-fourths of the land which now constitutes the district created by the aforementioned Homes Association Declaration are desirous of amending "Section 4" of said Declaration;

NOW, THEREFORE, Section 4 of the Homes Association Declaration dated June 13, 1972 and recorded in the office of the Register of Deeds, Johnson County, Kansas as page 918 of Volume 840 on June 15, 1972, is amended to read as follows:

"SECTION 4. POWERS AND DUTIES OF THE ASSOCIATION.

"A. The Association shall have the following powers and mandatory duties:

(1) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, when such services are not available from any public source; and to care for, protect and replant shrubbery, and resow grass and replace sod in the parks which are in the streets and in any parks set aside for the general use of the owners in the district, or to which such owners have access and the use thereof.

(2) To provide for the maintenance of any tennis courts, play-grounds, pedestrian ways, gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in said district in any public street or park, or on any land set aside for the general use of the owners in the district, or to which all of such owners have access and the use thereof; and also to provide for the maintenance of any streams and natural water-courses within the district.

(3) To provide for the operation and maintenance of swimming and beach facilities for the exclusive use and enjoyment of members of the Association and members of their families who reside in the district, and establish rules for the use and management of such facilities.

(4) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it; and to pay such taxes as may be assessed against land in the public or semi-public places within the district.

(5) To levy and collect the assessments which are provided for in this Declaration.

"B. The Association shall have the following additional powers and duties which it may exercise and perform whenever in its discretion it may deem it necessary or desirable, to-wit:

(1) To enforce, either in its own name or in the name of any owner within the district, any or all building restrictions which may have been heretofore or may hereafter be imposed upon any of the land in such district, either in the form as originally placed thereon or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, declarations, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing in his own name any such restrictions.

(2) To manage and control as trustee for its members all public improvements upon and to the land in the district, or improvements in public places, provided that such management and control of said improvements shall at all times be subject to that had and exercised by any City, Township, County and State, or any of them in which the land within the district is located.

(3) To provide for the collection and disposal of rubbish and garbage, when adequate services of that type are not available from any public source.

(4) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the district neat in appearance and in good order.

(5) To provide for the plowing and removal of snow from sidewalks and streets, when such services are not available from any public source.

(6) To provide such lights as the Association may deem advisable on streets, parks, parkings, pedestrian ways, gateways, entrances or other features, and in other public or semi-public places, when such facilities are not available from any public source.

(7) To provide for the cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways, and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(8) To erect and maintain signs for the marking of streets, and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(9) To employ duly qualified police officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

(10) To exercise control over such easements as it may acquire from time to time.

Except as herein amended, the aforementioned "Homes Association Declaration", dated June 13, 1972, is hereby affirmed and ratified.

Description

Owner

Lots 32, 38, 39, 41, and 42,  
Block 2; Lots 3 and 6, Block  
6; Lots 9, 10, 11, 12, 18  
and 19, Block 7; Lots 1 and  
3, Block 8; Lots 1, 3, 5, 9

12, 13, 14, 16, 19, 20, 25 and 26, Block 12; Lots 1, 2, 4, 5, 6, 7, 8, 9, 11 and 13, Block 11, GREYSTONE ESTATES, THIRD PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas

and

Lots 20 through 27, inclusive, Block 7; Lots 4 through 9, inclusive, Block 8; Lots 27 through 36, Lots 16 through 19, inclusive, Block 11; Lots 1 through 18, inclusive, Block 9; Lots 1 through 22, inclusive, Block 10, GREYSTONE ESTATES, FOURTH PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas.

EARNSHAW LAND CO., INC.

By Robert R. Earnshaw  
Robert R. Earnshaw, President

(corporate seal)

Lot 2, Block 6; Lots 33, 34 and 36 except the Northerly triangular tract, 10 feet on the West, Block 2; Lots 2 and 8, Block 12; Lot 12, Block 11, GREYSTONE ESTATES, THIRD PLAT, a subdivision in the City of Lenexa, Johnson County, Kansas.

ROBERT R. EARNSHAW CONSTRUCTION CO., INC.

By Robert R. Earnshaw  
Robert R. Earnshaw, President

(corporate seal)

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 25th day of June, 1974, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROBERT R. EARNSHAW, President of EARNSHAW LAND CO., INC., a corporation, duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

My commission expires:  
November 20, 1977

Karon A. Bonnett  
Karon A. Bonnett, Notary Public

STATE OF KANSAS, JOHNSON COUNTY, SS.:

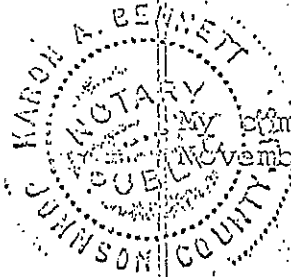
BE IT REMEMBERED, that on this 25th day of June, 1974, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROBERT R. EARNSHAW, President of ROBERT R. EARNSHAW CONSTRUCTION CO., INC., a corporation, duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed

as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Karon A. Bennett  
Karon A. Bennett, Notary Public

My commission expires:  
November 20, 1977

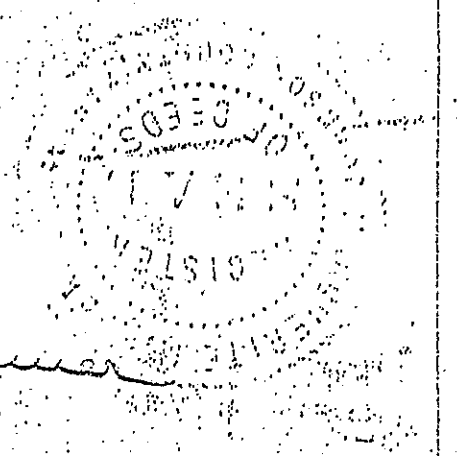


STATE OF KANSAS }  
COUNTY OF JOHNSON } SS  
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Marguerite M. Brenner  
MARGUERITE M. BRENNER  
REGISTER OF DEEDS

8.00 BY \_\_\_\_\_ DEP



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DECLARATION OF RESTRICTIONS

WHEREAS, EARNSHAW LAND CO., INC., a Kansas corporation, has heretofore executed a plat of all of Lots 32 to 42, both inclusive, Block 2; Lots 1 to 6, both inclusive, Block 6; Lots 1 to 19, both inclusive, Block 7; Lots 1 to 3, both inclusive, Block 8; Lots 1 to 15, both inclusive, Block 11; Lots 1 to 26, both inclusive, Block 12; and Tracts A and B of Greystone Estates, Third Plat, which plat was recorded on the 26th day of May, 1972, in Book 33, at Page 49, in the office of the Register of Deeds of Johnson County, Kansas, and has heretofore dedicated to the public all of the streets, roads, avenues, terraces and parks for street or park purposes, respectively, as are shown thereon; and

WHEREAS, EARNSHAW LAND CO., INC. is the owner of all of the real estate shown on the aforesaid plat of Greystone Estates, Third Plat 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 LAND CO., INC., for itself and for its successors and assigns, and for its and their future grantees, hereby declares that Lots 32 to 42, both inclusive, Block 2; Lots 1 to 6, both inclusive, Block 6; Lots 1 to 19, both inclusive, Block 7; Lots 1 to 3, both inclusive, Block 8; Lots 1 to 15, both inclusive, Block 11, and Lots 1 to 26, both inclusive, Block 12, of Greystone Estates, Third Plat, as shown on the aforesaid plat, shall be and the same 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 "street" shall mean any street, road, avenue or terrace of whatever name which is shown on said plat of Greystone Estates, Third Plat.

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 numbered 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 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 Land Co., Inc. or from its successor 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 residence and improvements thereon for a period of time ending on January 1, 1997, 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.

#### SECTION 2. SETBACK OF RESIDENCES FROM STREET.

No part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots hereby restricted nearer to the street than is the building line or lines on said plat of Greystone Estates, Third Plat on the lot or lots on which such residence is erected, provided that Earnshaw Land Co., Inc. 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 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 Land Co., Inc. in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets than are the building lines shown on said plat with reference to the present location of said streets and provided, further, that Earnshaw Land Co., 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 of said streets shall not, for the purpose of these restrictions, be deemed to be a relocation of such 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, spoutings, 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 3 feet.

Front of house over Front stoop

(d) Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the building lines not to exceed 8 feet.

SECTION 3. ~~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 above in Section 2, erected or maintained on any of the lots or on any part or parts thereof, ~~hereby restricted shall not occupy more than 70 per cent of the width of the lot on which it is~~ erected, measured in each case on the building lines as shown on the aforesaid plat or as established by Earnshaw Land Co., Inc. in the conveyance of such lot. It is provided, however, that the maximum width of any residence which may be erected on any of the said lots may, with the consent in writing of Earnshaw Land Co., Inc., be increased by not to exceed 10 percent of the width of any such lot, measured as above provided.

SECTION 4. OUTBUILDING PROHIBITED.

No outbuildings 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 Land Co., Inc.

SECTION 5. PERGOLAS PROHIBITED.

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

SECTION 7. LIVESTOCK AND POULTRY PROHIBITED.

No livestock or poultry may be kept or maintained upon any of the lots hereby restricted without the consent in writing of Earnshaw Land Co., Inc.

SECTION 8. 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 Earnshaw Land Co., Inc.; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than 5 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 it is erected.

SECTION 9. NUMBER OF DOGS AND CATS LIMITED.

No more than two dogs or cats may be kept or maintained on any of the lots hereby restricted without the consent in writing of Earnshaw Land Co., Inc.

SECTION 10. EXTERIOR TELEVISION ANTENNA OR RADIO AERIAL PROHIBITED.

No exterior television antenna or radio aerial may be maintained on any of the lots hereby restricted without the consent in writing of Earnshaw Land Co., Inc.

SECTION 11. OVER-NIGHT PARKING OF TRUCKS, TRAILORS, BUSES, CAMPERS, INOPERATIVE MOTOR VEHICLES, BOATS, OR DELIVERY VEHICLES PROHIBITED.

No trucks, trailers, buses, campers, inoperative motor vehicle of any nature, boats, or delivery vehicles may be stored or parked overnight on any of the lots hereby restricted without the consent in writing of Earnshaw Land Co., 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 Land Co., 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.

SECTION 14. 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 therefrom 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 of the lots hereby restricted without the prior consent in writing of Earnshaw Land Co., Inc.

(e) Dogs Running at Large: No dog shall be allowed to run at large on any of the lots hereby restricted.

(f) Exterior Basketball Goals: No exterior basketball goals shall be erected or maintained on any of the lots hereby restricted.

#### SECTION 15. DURATION OF RESTRICTIONS.

Each of the restrictions herein set forth shall continue and be binding upon Earnshaw Land Co., Inc. and upon its successors and assigns, until January 1st, 1997, and shall automatically be continued thereafter for successive periods of 25 years each, provided however, that the owners of the fee simple title to more than 75 per cent 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, 1997, 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 the Register of Deeds of Johnson County, Kansas, prior to January 1st, 1992, or at least 5 years prior to the expiration of any successive 25 year period after January 1st, 1997.

#### SECTION 16. 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 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 Land Co., 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 Land Co., 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 Land Co., 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 LAND CO., 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 30th day of May, 1972.

EARNSHAW LAND CO., INC.

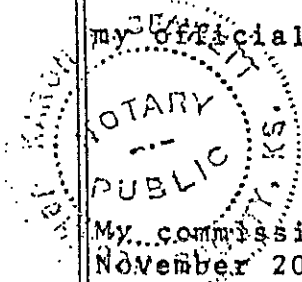
By Robert R. Earnshaw  
Robert R. Earnshaw,  
President

STATE OF KANSAS )  
                  ) SS:  
JOHNSON COUNTY )

BE IT REMEMBERED, that on this 30th day of May, 1972, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROBERT R. EARNSHAW, President of Earnshaw

Land Co., Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



*Karon A. Bennett*  
Karon A. Bennett, Notary Public

My commission expires:  
November 20, 1973

STATE OF KANSAS } SS  
COUNTY OF JOHNSON  
FILED FOR RECORD

1972 MAY 31 PM 3 53.7

*Marguerite M. Brenner*  
MARGUERITE M. BRENNER  
REGISTER OF DEEDS  
10-22 BY \_\_\_\_\_ DEP



916439 ✓

DECLARATION

THIS DECLARATION, made this 31st day of May, 1972, by  
EARNSHAW LAND CO., INC., a corporation of Lenexa, Johnson County,  
Kansas,

WITNESSETH: That

WHEREAS, Earnshaw Land Co., Inc. is the owner of Lots 32 to 42, both inclusive, Block 2; Lots 1 to 6, both inclusive, Block 6; Lots 1 to 19, both inclusive, Block 7; Lots 1 to 3, both inclusive, Block 8; Lots 1 to 15, both inclusive, Block 11; Lots 1 to 26, both inclusive, Block 12; and Tracts A and B of Greystone Estates, Third Plat, Johnson County, Kansas, as shown on the recorded plat thereof on file and of record in the office of the Register of Deeds of said Johnson County, Kansas, at Olathe; and

Earnshaw Land Co., Inc. is also the purchaser under Contract of a certain tract of land lying adjacent to said Greystone Estates, Third Plat, which tract of land is described as:

All that part of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 12, Range 24, now in the City of Lenexa, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 22; thence N 90° E, along the South line of the Southwest 1/4 of the Southwest 1/4 of said Section 22, a distance of 874.70 feet, to a point 452 feet West of the East line thereof; thence N 0° 14' 37" W, along a line 452 feet West of and parallel to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 22, a distance of 191.66 feet; thence N 90° E, along a line 191.66 feet North of and parallel to the South line of the Southwest 1/4 of the Southwest 1/4 of said Section 22, a distance of 131.23 feet; thence N 0° E, a distance of 434.40 feet; thence N 77° 42' W, a distance of 581.76 feet; thence N 90° E, a distance of 440.41 feet, to a point on the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 22; thence S 0° 15' 08" E, along the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 22, a distance of 750 feet, to the point of beginning, subject to that portion thereof now being used or dedicated for street purposes,

which said tract is hereinafter called "Tract C"; and

WHEREAS, Earnshaw Land Co., Inc. may find it desirable to request public authorities to modify the existing zoning regulations affecting the last described tract so as to permit the use

of said tract, or part or parts thereof, for multiple family residential and/or commercial purposes.

NOW, THEREFORE, Earnshaw Land Co., Inc., as the present owner of Lots 32 to 42, both inclusive, Block 2; Lots 1 to 6, both inclusive, Block 6; Lots 1 to 19, both inclusive, Block 7; Lots 1 to 3, both inclusive, Block 8; Lots 1 to 15, both inclusive, Block 11; Lots 1 to 26, both inclusive, Block 12; and Tracts A and B of Greystone Estates, Third Plat, as shown on the recorded plat thereof, does hereby reserve unto itself, its successors and assigns, for a period of 25 years from the date hereof, the sole and exclusive right on behalf of the above enumerated lots in said Greystone Estates, Third Plat, to protest or oppose, and to consent to, the zoning or the improvement, use and occupancy of said herein described and designated "Tract C", or any part or parts thereof, for multiple family residential and/or commercial purposes regardless of who may be the owner or owners of the above enumerated lots in said Greystone Estates, Third Plat, at the time.

The provisions set forth and contained in this Declaration shall run with the land and shall bind the present owner of the above enumerated lots in Greystone Estates, Third Plat, its successors and assigns; and all parties claiming by, through or under it shall be deemed to hold, agree and covenant with Earnshaw Land Co., Inc., its successors and assigns, and with each of them, to conform to, observe, and be bound by the reservation herein set forth.

IN WITNESS WHEREOF, Earnshaw Land Co., 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 the day and year first above written.

EARNSHAW LAND CO., INC.

(corporate seal)

By Robert R. Earnshaw  
Robert R. Earnshaw, President

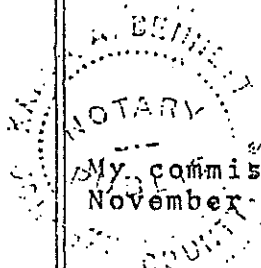
STATE OF KANSAS)

SS:

JOHNSON COUNTY )

BE IT REMEMBERED, that on this 31st day of May, 1972, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROBERT R. EARNSHAW, President of Earnshaw Land Co., Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.



Karon A. Bennett  
Karon A. Bennett, Notary Public

My commission expires:  
November 20, 1973

STATE OF KANSAS } SS  
COUNTY OF JOHNSON  
FILED FOR RECORD

1972 JUN 15 PM 1 30 .0

Marguerite M. Brenner  
MARGUERITE M. BRENNER  
REGISTER OF DEEDS

5.00 BY \_\_\_\_\_ DEP

916440

HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made on this 13th day of June, 1972, by EARNSHAW LAND CO., INC., a Kansas corporation of Johnson County, Kansas,

WITNESSETH: That

WHEREAS, Earnshaw Land Co., Inc. is the owner of all of the lots shown on the plat of Greystone Estates, Third Plat, a subdivision in the City of Lenexa, Johnson County, Kansas, filed for record on May 26, 1972, in the office of the Register of Deeds of Johnson County, Kansas, and recorded in Book 33 of Plats, at Page 49; and

WHEREAS, Earnshaw Land Co., Inc. is now developing said Greystone Estates, Third Plat, for high-class residence purposes, and it is its desire to continue the development of certain parts of such land and other land in this vicinity for such purposes, and to create and maintain a residential neighborhood possessing features of more than ordinary value to a residential community.

NOW, THEREFORE, in order to assist it and its grantees in providing the means necessary to bring this about, Earnshaw Land Co., Inc. does now and hereby subjects Lots 32 to 42, both inclusive, Block 2; Lots 1 to 6, both inclusive, Block 6; Lots 1 to 19, both inclusive, Block 7; Lots 1 to 3, both inclusive, Block 8; Lots 1 to 15, both inclusive, Block 11, and Lots 1 to 26, both inclusive, Block 12 of Greystone Estates, Third Plat, as shown on the recorded plat thereof, to the covenants, charges and assessments set forth and contained in this Declaration, subject, however, to the limitations hereinafter specified.

DEFINITIONS OF TERMS USED.

The term "district" as used in this Declaration shall mean, unless and until extended as hereinafter provided, all of the lots enumerated above and shown on said plat of Greystone Estates, Third Plat. If or when other land shall, in the manner hereinafter provided, be added to that described above then the term "district"

shall thereafter mean all land which shall from time to time be subjected to the terms of this Declaration, including any future modification thereof. The term "improved property", as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection, or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or part or parts thereof. Any other land covered by this Declaration shall be deemed to be vacant and unimproved. The term "public place" as used herein shall be deemed to mean all streets, all parks at street intersections or elsewhere, and all similar places the use of which is dedicated to or set aside for the use of the general public, or for the general use of all of the owners within the district, or which may, with appropriate consent, be used by all of the owners of the district. The term "owners" as used herein shall mean those persons or corporations who may from time to time own the land within the district.

#### SECTION 1. MEMBERSHIP IN ASSOCIATION.

The owners of all of Lots 32 to 42, both inclusive, Block 2; Lots 1 to 6, both inclusive, Block 6; Lots 1 to 19, both inclusive, Block 7; Lots 1 to 3, both inclusive, Block 8; Lots 1 to 15, both inclusive, Block 11, and Lots 1 to 26, both inclusive, Block 12 of Greystone Estates, Third Plat, as shown on the recorded plat thereof, together with the owners of any other land that may from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for shall be the members of an Association, which is hereby created and established, to be known as THE GREYSTONE ESTATES, THIRD PLAT, HOMES ASSOCIATION. The Association shall be incorporated under the laws of the State of Kansas as a corporation not for profit. Membership in the Association shall be limited to the owners of land within the boundaries of the district as it exists from time

to time. The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

#### SECTION 2. LAND ENTITLED TO BENEFITS.

No land shall be entitled to any of the benefits, improvements or services provided by this Association unless the owner or owners thereof shall have subjected their land to the terms of this Declaration and to the assessments herein provided for.

#### SECTION 3. OTHER LANDS - HOW THEY MAY BE ADDED.

Earnshaw Land Co., Inc. may from time to time add to the district such land as is now or hereafter owned or approved for addition by said Company, provided that the land so added to the district shall at that time be bound by all of the terms of this Declaration and any future modifications thereof.

#### SECTION 4. POWERS AND DUTIES OF THE ASSOCIATION.

The Association shall have the following powers and duties which it may exercise and perform whenever in its discretion it may deem them necessary or desirable, to-wit:

(1) To enforce, either in its own name or in the name of any owner within the district, any or all building restrictions which may have been heretofore or may hereafter be imposed upon any of the land in such district, either in the form as originally placed thereon or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, declarations, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided for. Nothing herein contained shall be deemed or construed to prevent any owner having the contractual right to do so from enforcing in his own name any such restriction:

(2) To manage and control as trustee for its members all public improvements upon and to the land in the district, or improvements in public places, provided that such management and control of said improvements shall at all times be subject to that had and exercised by any City, Township, County and State, or any of them in which the land within the district is located.

(3) To provide for the collection and disposal of rubbish and garbage, when adequate services of that type are not available from any public source.

(4) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, when such services are not available from any public source; and to care for, protect and replant shrubbery, and resow grass and replace sod in the parks which are in the streets and in any parks set aside for the general use of the owners in the district, or to which such owners have access and the use thereof.

(5) To mow, care for, maintain and remove rubbish from vacant and unimproved property and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and the parking in front of any property in the district neat in appearance and in good order.

(6) To provide for the plowing and removal of snow from sidewalks and streets, when such services are not available from any public source.

(7) To provide for the maintenance of any tennis courts, play-grounds, pedestrian ways, gateways, entrances, drinking fountains, and ornamental features now existing or which may hereafter be erected or created in said district in any public street or park, or on any land set aside for the general use of the owners in the district, or to which all of such owners have access and the use thereof; and also to provide for the maintenance of any streams and natural water-courses within the district.

(8) To provide for the operation and maintenance of swimming and beach facilities for the exclusive use and enjoyment of members

of the Association and members of their families who reside in the district, and establish rules for the use and management of such facilities.

(9) To provide such lights as the Association may deem advisable on streets, parks, parkings, pedestrian ways, gateways, entrances or other features, and in other public or semi-public places, when such facilities are not available from any public source.

(10) To provide for the cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways, and for the repair and maintenance of storm sewers and appurtenant drainage facilities, when such services are not available from any public source.

(11) To erect and maintain signs for the marking of streets, and safety signs for the protection of children and other persons, when such signs are not available from any public source.

(12) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

(13) To exercise control over such easements as it may acquire from time to time.

(14) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it; and to pay such taxes as may be assessed against land in public or semi-public places within the district.

(15) To levy and collect the assessments which are provided for in this Declaration.

#### SECTION 5. METHOD OF PROVIDING GENERAL FUNDS.

(1) For the purpose of providing a general fund to enable the Association to exercise the powers, and maintain the improvements and render the services herein provided for, all land within the boundaries of the district except that land owned by Earnshaw Land Co., Inc. or Robert R. Earnshaw Construction Co., Inc., on the

first day of each fiscal year of the Association as hereinafter defined, shall be subject to an annual assessment which may be levied by the Association from year to year and shall be paid to the Association annually in advance by the respective owners of the assessable land subject thereto, which assessable land shall be deemed to be all of the above enumerated lots in the aforesaid plat of Greystone Estates, Third Plat, except as herein provided, together with such other land as may from time to time be added to the said district as herein provided. The Association may from year to year fix and determine the total amount required in this general fund and may levy and collect an annual assessment not exceeding \$60.00 for each lot within the district as now or hereafter established, provided, however, that if in the sale of land within the district any lot or lots be divided into one or more building sites, each of which building sites shall be for a single residence and may consist of a part or parts of one or more lots as plat- ted, then for the purpose of levying this assessment each of such building sites shall constitute one assessment unit and shall be liable for each annual assessment in the same way and manner as one plat- ted lot under a single ownership. For the purpose of levying this assessment, the Association shall be the sole judge as to what may from time to time constitute a building site under the provisions of this paragraph.

(2) The annual assessment upon each lot or building site as aforesaid may be increased by an amount not exceeding fifty per cent of the \$60.00 maximum annual assessment which the Association may levy and collect from year to year, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, a two-thirds of the members present at such meeting authorize such an increase by an affirmative vote therefor, and provided, further, that the annual assessment upon each lot or building site as aforesaid may be increased by an amount not exceeding one hundred per cent of the said \$60.00 maximum annual

assessment, provided that at a meeting of the members specially called for that purpose, prior to the date on which the assessment is levied for the year for which such increase is proposed, three-fourths of the members present at such meeting authorize such an increase by an affirmative vote therefor. Whenever the Association may deem it advisable to submit to the members a proposal for increasing the amount of the annual assessment for a particular year, it shall notify the members of the Association by mailing to such members at the last known address, with United States postage thereon prepaid, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase in the amount of the annual assessment is to be voted upon at such meeting. No increase in the amount of the annual assessment may be made for more than one year at a time.

(3) The first assessment shall become due on the first day of the month following the conveyance of the first home in Greystone Estates, Third Plat, as shown in Plat Book 33, at Page 49, aforesaid, from Earnshaw Land Co., Inc. to a third-party owner-occupant; this initial assessment shall be in an amount not exceeding \$5.00 for each full calendar month beginning with said assessment date to and including the next succeeding month of May. Thereafter, assessments shall be for the fiscal year beginning June 1, and they shall be fixed and levied prior to June 1st of each such year and shall be payable on that date, and thereafter it shall be due and payable on June 1st of each year. It will be the duty of the Association to notify all owners whose address is listed with the Association on or before that date, giving the amount of the assessment on each tract of land owned by them, and the date when such assessment is due. Failure of the Association to levy the assessment prior to June 1st of each year for the next succeeding fiscal year beginning on June 1st shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to June 1st

of any year, then it shall become due and payable not later than thirty days from the date of levying the assessment.

(4) A written or printed notice, deposited in the United States Post Office, with postage thereon prepaid, and addressed to the respective owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for those purposes, or for any other purpose of this Declaration where notices are required.

#### SECTION 6. LIEN ON REAL ESTATE.

(1) The assessment shall become a lien on the real estate against which it is levied as soon as it is due and payable as above set forth, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real estate securing the payment of a loan which is insured or guaranteed by any agency of the United States government. In the event of the failure of any owner to pay the assessment on or before the 30th day following the making of such assessment, then such assessment shall bear interest at the rate of eight per cent per annum from the date of assessment.

(2) Within thirty days from the date of levying the assessment for the fiscal year during which and for which the assessment is levied, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Johnson County, Kansas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificate of nonpayment of assessments in the Office of the Register of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the property described therein a fee of \$30.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate, provided that such lien shall be inferior and subordinate to the lien

of any valid first mortgage now existing or which may hereafter be placed on said real estate securing the payment of a loan which is insured or guaranteed by any agency of the United States Government. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

(3) Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

#### SECTION 7. EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR.

The Association shall at no time expend more money within any one year than the total amount of the assessment for that particular year, or any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatsoever, binding the assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for utilities; it being the intention that the assessment for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities.

#### SECTION 8. ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS.

The Association shall notify all owners of land in the district as it may exist from time to time, insofar as the addresses of such owners are listed with said Association, of the official address of said Association, the place and time of the regular meetings of the Association, and the place where payments shall be made and any other business in connection with said Association may be transacted, and in the case of any change of such address, the Association shall notify all the owners of the land in the district,

insofar as their addresses are listed with the Association, of the new address.

#### SECTION 9. TEMPORARY TRUSTEE.

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, Earnshaw Land Co., Inc. shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein given directly to Earnshaw Land Co., Inc. The Association contemplated by the terms of this Declaration shall not assume any of the rights herein provided for without the consent of Earnshaw Land Co., Inc. and its relinquishment of its rights as temporary trustee.

#### SECTION 10. TO OBSERVE ALL LAWS.

Said Association shall at all times observe all State, County, City and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations, and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitations of its rights to contract as are herein provided for.

#### SECTION 11. AMENDMENT.

By written consent of the owners of three-fourths of the area of the land within the district as then constituted, evidenced by a Declaration duly executed and acknowledged by such owners and recorded in the office of the Register of Deeds of Johnson County, Kansas, this instrument may be modified and amended, provided, however, that no right to exceed the maximum annual assessment herein provided for may be given.

SECTION 12. HOW TERMINATED.

This Declaration may be terminated and all of the land now or hereafter affected may be released from all of the terms and provisions thereof by the owners of two-thirds of the area then subject thereto executing and acknowledging an 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.

SECTION 13. COVENANTS RUNNING WITH THE LAND.

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon Earnshaw Land Co., Inc., and upon its successors and assigns.

IN WITNESS WHEREOF, Earnshaw Land Co., Inc., by authority of its Board of Directors, has caused this instrument to be executed by its President, and its corporate seal to be hereto affixed, the day and year first above written.

EARNSHAW LAND CO., INC.

(corporate seal)

By Robert R. Earnshaw  
Robert R. Earnshaw, President

STATE OF KANSAS )  
COUNTY OF JOHNSON )

SS:

BE IT REMEMBERED, that on this 13th day of June, 1972, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came ROBERT R. EARNSHAW, President of Earnshaw Land Co., Inc., a corporation, duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Karen A. Bennett  
Karen A. Bennett, Notary Public

My commission expires:  
November 20, 1973

STATE OF KANSAS )  
COUNTY OF JOHNSON )  
FILED FOR RECORD

1972 JUN 15 PM 1:30.6

Margaret M. Brenner  
MARGARET M. BRENNER  
REGISTER OF DEEDS

12.00 BY \_\_\_\_\_ CLERK

Security Title Company, Inc.  
Patron's Plaza Building  
Olathe, Kansas 66061  
(913) 782-5522 4460

1027668

DECLARATION

THIS DECLARATION, made this 11th day of August, 1975, by  
EARNSHAW LAND CO., INC., a corporation of Lenexa, Johnson County,  
Kansas,

WITNESSETH: That

WHEREAS, Earnshaw Land Co., Inc. is the owners of Lots 2 to  
15, both inclusive, and Lots 17 and 18, Block 9; Lots 4, 5, 8 and  
9, Block 8; Lots 21 to 26, both inclusive, Block 7; Lots 1 to 9,  
both inclusive; Lots 11 and 14; Lots 17 to 22, both inclusive,  
Block 10; Lots 17 to 19, both inclusive, Block 11; Lots 27 to  
36, both inclusive, Block 12 of Greystone Estates, Fourth Plat,  
Johnson County, Kansas, as shown on the recorded plat thereof on  
file and of record in the office of the Register of Deeds of said  
Johnson County, Kansas, at Olathe; and

Earnshaw Land Co., Inc. is also the owner in fee simple  
of a certain tract of land lying adjacent to said Greystone Estate  
Fourth Plat, which tract of land is described as:

All that part of the Southwest 1/4 of the Southwest 1/4  
of Section 22, Township 12, Range 24, now in the City  
of Lenexa, Johnson County, Kansas, more particularly de-  
scribed as follows: Beginning at the Southwest corner  
of the Southwest 1/4 of the Southwest 1/4 of said  
Section 22; thence N 90° E, along the South line of the  
Southwest 1/4 of the Southwest 1/4 of said Section 22, a  
distance of 874.70 feet, to a point 452 feet West of  
the East line thereof; thence N 0° 14' 37" W, along a  
line 452 feet West of and parallel to the East line of  
the Southwest 1/4 of the Southwest 1/4 of said Section 22,  
a distance of 191.66 feet, thence N 90° E, along a line  
191.66 feet North of and parallel to the South line of the  
Southwest 1/4 of the Southwest 1/4 of said Section 22, a  
distance of 131.23 feet; thence N 0° E, a distance of  
434.40 feet; thence N 77° 42' W, a distance of 581.76  
feet; thence N 90° E, a distance of 440.41 feet, to a  
point on the West line of the Southwest 1/4 of the South-  
west 1/4 of said Section 22; thence S 0° 15' 08" E,  
along the West line of the Southwest 1/4 of the Southwest  
1/4 of said Section 22, a distance of 750 feet, to the  
point of beginning, subject to that portion thereof now  
being used or dedicated for street purposes,

which said tract is hereinafter called "Tract C"; and

WHEREAS, Earnshaw Land Co., Inc. may find it desirable to  
request public authorities to modify the existing zoning regula-  
tions affecting the last described tract so as to permit the use

4th  
PLAT

of said tract, or part or part thereof, for multiple family residential and/or commercial purposes.

NOW, THEREFORE, Earnshaw Land Co., Inc., as the present owner of Lots 2 to 15, both inclusive, Lots 17 and 18, Block 9; Lots 4, 5, 8 and 9, Block 8; Lots 21 to 26, both inclusive, Block 7; Lots 1 to 9, both inclusive, Lots 11 and 14; Lots 17 to 22, both inclusive, Block 10; Lots 17 to 19, both inclusive, Block 11; Lots 27 to 36, both inclusive, Block 12 of Greystone Estates, Fourth Plat, as shown on the recorded plat thereof, does hereby reserve unto itself, its successors and assigns, for a period of 25 years from the date hereof, the sole and exclusive right on behalf of the above enumerated lots in said Greystone Estates, Fourth Plat, to protest or oppose, and to consent to, the zoning or the improvement, use and occupancy of said herein described and designated "Tract C", or any part or parts thereof, for multiple family residential and/or commercial purposes, regardless of who may be the owner or owners of the above enumerated lots in said Greystone Estates, Fourth Plat, at the time.

The provisions set forth and contained in this Declaration shall run with the land and shall bind the present owner of the above enumerated lots in Greystone Estates, Fourth Plat, its successors and assigns; and all parties claiming by, through or under it shall be deemed to hold, agree and covenant with Earnshaw Land Co., Inc., its successors and assigns, and with each of them, to conform to, observe, and be bound by the reservation herein set forth.

IN WITNESS WHEREOF, Earnshaw Land Co., Inc., by authority of its Board of Directors, has caused these presents to be executed by its Vice President and its corporate seal to be hereto affixed the day and year first above written.

(corporate seal)

EARNSHAW LAND CO., INC.

By

  
Roy S. Bennett, Jr.  
Vice President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 11th day of August, 1975, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came ROY S. BENNETT, JR., Vice President of Earnshaw Land Co., Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal; the day and year last above written.



*Karon A. Bennett*  
Karon A. Bennett, Notary Public

My commission expires:  
November 20, 1977

STATE OF KANSAS }  
COUNTY OF JOHNSON } SS  
FILED FOR RECORD

1975 AUG 14 AM 9 53 3

*Marguerite M. Brenner*  
MARGUERITE M. BRENNER  
REGISTER OF DEEDS

5.00 BY \_\_\_\_\_ DEP

