

599023

WYCKLOW DEVELOPMENT CO., INC.

DECLARATION OF RESTRICTIONS
Dated May 4, 1960.

TO
WYCKLOW, a Subdivision in
Johnson County, Kansas,
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,
12, 13, 14, 15, 16, 17, 18, 19, 20, 21,
22 and 23, pursuant to Survey dated April 30, 1960
Recorded in Book 110, Page 225.

THIS DECLARATION, Made on this 4th day of May, 1960,
by Wycklow Development Co., Inc., a corporation duly organized and
existing under and by virtue of the laws of the State of Kansas, and
having its principal place of business in Johnson County, Kansas, and
being authorized to do business in the State of Kansas;

WITNESSETH THAT:

~~WHEREAS, Wycklow Development Co., Inc. is the owner of the fee
simple title or reserves the right to restrict in the manner herein
after provided, all of the following described land being and situated
in the County of Johnson, State of Kansas to-wit:~~

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,
14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, all
in WYCKLOW, a subdivision of land in Johnson County,
Kansas, and covering the following legally described
property:

All that part of the Northeast Quarter (NE $\frac{1}{4}$)
of Section 9, Township 13, Range 25, Johnson County,
Kansas, more particularly described as follows:
Beginning at a point in the North line of said quarter
($\frac{1}{4}$) Section 264 feet East of the Northwest corner thereof,
measured along the North line of said Quarter ($\frac{1}{4}$) Section;
thence South and parallel to the South line of said
Quarter ($\frac{1}{4}$) Section which line has a bearing of South 00
degrees, 15 minutes, 40 seconds West a distance of 660
feet to a point; thence West and parallel to the North
line of said Quarter ($\frac{1}{4}$) Section a distance of 264 feet
to a point in the West line of said Quarter ($\frac{1}{4}$) Section;
thence South along the West line of said Quarter ($\frac{1}{4}$)
Section which line has a bearing of South 00 degrees 15
Minutes 40 Seconds West, a distance of 1056.00 feet to
a point; thence Southeasterly along a line having a
bearing of South 48 degrees 44 minutes 20 seconds East
a distance of 265 feet to a point; thence Southeasterly
along a line having a bearing of South 81 degrees 44
minutes 20 seconds East a distance of 240 feet to a
point; thence Northeasterly along a line having a bearing
of North 08 degrees 15 minutes 40 seconds East, a dis-
tance of 525 feet to a point; thence Northeasterly along
a line having a bearing of North 38 degrees 15 minutes
40 seconds East a distance of 160 feet to a point; thence
Southeasterly along a line having a bearing of 56 degrees
24 minutes 43 seconds East a distance of 251.10 feet to
a point; thence North along a line having a bearing of
North 00 degrees 26 minutes 30 seconds East a distance of
1419.00 feet to a point in the North line of said Quarter
($\frac{1}{4}$) Section; thence West along the North line of said
Quarter ($\frac{1}{4}$) Section a distance of 459.52 feet to the
point of beginning.

and,



(Filed for record and recorded)
1960 MAY 4 AM 10:09
M. B. Brown
Reg. of Deeds Johnson County, Kan.
Deputy

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WHEREAS, Wycklow Development Co., Inc. desires that the land above described shall be developed and used as a high-class residential district.

NOW, THEREFORE, in consideration of the premises and to the end that the said Wycklow Development Co., Inc., its successors and assigns, and its and their future grantees, their heirs, successors and assigns, and each of them, may be protected and assured that the above described land, subject to the exceptions hereinafter contained, will be used for residence purposes only, said Wycklow Development Co., Inc., for its and their successors and assigns and for itself and their future grantees, does hereby agree and declare that all of the land above described shall be and the same is hereby restricted as to its use in the manner hereinafter set forth:

PERSONS BOUND BY THESE RESTRICTIONS.

All persons, corporations who now own or shall hereafter acquire any interest in any of the land which is hereby specifically restricted, shall be taken and held to agree and covenant with the owner thereof and with its successors and assigns to conform to and observe the following covenants, restrictions and stipulation as to the use thereof and the construction of residences and improvements thereon for a period of twenty-five years from April 1, 1960; provided, that these covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the aforesaid date; and provided further that each of the restrictions shall be renewable in the manner hereinafter set forth; provided further that nothing herein contained shall be construed to prevent the continued use of said land or any part or parts thereof for the purpose for which it is now being used.

SECTION 1. USE OF SAID LAND.

All lots in the tract shall be known and described as residential lots and none of said land may be improved, used or occupied for other than private residence purposes, except that this shall not prevent the use of one or more of the lots for the construction of entranceway walls, gates or gate houses, or swimming pool facilities or bath houses upon the swimming pool area, nor shall it prevent the location on one of said lots of a stable as may be determined by the Wycklow Development Co., Inc. No flat or apartment house

although intended for residence purposes may be erected thereon. Any residence erected or maintained thereon shall be designed for occupation by a single family, not to exceed two stories in height and a private garage for not more than three cars.

SECTION 2. BILLBOARDS PROHIBITED.

No sign, advertisements, billboards or advertising structures may be erected or maintained on any of the land herein restricted without the consent in writing of Wycklow Development Co., Inc., provided, however, that permission is hereby granted for the erection and maintenance of not more than one sign board on each lot or tract as sold and conveyed, which sign board shall not be more than 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 it is erected.

SECTION 3. ADDITION OF OTHER LAND.

Wycklow Development Co., Inc. shall have and expressly reserves the right from time to time to add such other land as it may now own or hereafter may acquire to the operation of the provisions of this declaration of restrictions by 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. 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 way and manner and with like effect as though the same had been originally described herein and subjected to the provisions hereof.

SECTION 4. DURATION OF RESTRICTIONS.

Each of the restrictions above set forth shall continue and be binding upon Wycklow Development Co., Inc., and upon its successors and assigns for a period of twenty-five years from April 1, 1960, and shall automatically be continued thereafter for successive periods of ten years; provided, however, that the owner of the fee simple title to the majority of the square feet of all the land then subject to the provisions hereof may release all of the land then subject to the provisions hereof from any one or more of said restrictions at the end of this first 25-year period, or of any successive 10-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, at least three years prior to the expiration of the first 25-year period or of any successive 10-year period thereafter.

SECTION 5. RIGHT TO ENFORCE

Each of the restrictions herein set forth shall run with the land, 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 said land and its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said land and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding upon any corporation, person or persons except in respect of breaches committed during its, his or their seizing of title to said land. The owner or owners of any of the above described land, and such other land as may hereafter be subjected to the terms hereof, shall have the right to sue for and obtain injunction, prohibitive or mandatory, or any other legal or equitable relief to prevent the breach of or to enforce the ownership of the restrictions above set forth and/or recover damages for such violation. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall

remain in full force and effect, and the failure of Wycklow Development Co., Inc. or the owner of any other lot or tract of land hereby restricted or subsequently subjected hereto 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. Wycklow Development Co., Inc. may, by appropriate agreement, assign or convey to any person or corporation all of its rights, restrictions and privileges herein reserved to it.

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For the purpose of the following restrictions, the word "outbuilding" shall mean any enclosed, covered structure not directly attached to the residence to which it is appurtenant. The word "lot" may mean either any lot or any tract or tracts of land, if conveyed, which may consist of one or more lots or a part or parts of one or more lots upon which a residence may be erected in accordance with the restrictions hereinafter set forth or as set forth in the individual deeds from Wycklow Development Co., Inc., its successors or assigns. A "corner lot" shall be deemed to be any such lot or any tract of land as conveyed having more than one private lane contiguous to it. The private lane upon which the lot or part thereof fronts, as hereinafter provided, shall be deemed to be a front lane, and any other lane contiguous to any such lot shall be deemed to be a side lane, providing that any corner lot shall be deemed to front on either lane, which is contiguous with said corner lot.

SECTION 6. FRONTAGE OF RESIDENCES ON STREETS.

Any residence erected wholly or partially on any of the lots or any part or parts thereof shall front or present a good frontage on the lane or lanes upon which said lots front, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the lane adjacent, and on any corner lots said residence may front on either adjacent lane or at any angle in between a complete frontage on either lane, providing that the plot plan with the improvements shown thereon is first approved in writing by Wycklow Development Co., Inc., or its nominees, successors or assigns.

SECTION 7. PRIVATE LANES.

All roadways or lanes within the Wycklow subdivision shall be private and approximately 20 feet in width. Said private lanes shall in no way be obstructed or blocked by any persons or corporations subjected to these restrictions, nor shall persons or corporations subjected to these restrictions permit or allow automobiles or other vehicles to be parked on said private lanes.

SECTION 8. SIZE OF LOTS.

All lots shall contain a minimum of 30,000 square feet, including the area to the center of the private lanes and that area over, under and across which easements have been reserved for sewers and public utilities.

SECTION 9. SIZE OF RESIDENCES AND SETBACK OF RESIDENCE FROM STREET.

Any residence erected upon any of the lots hereby restricted shall comply in all respects with the requirements as of March 28, 1960, of the Mission Township Zoning Board for a classification "A" dwelling.

The setback from the private lane of any residence erected upon the lots hereby restricted shall in all respects comply with the minimum setback requirements from Public Roads of the Mission Township Zoning Board as they exist on March 28, 1960. (See minimum building setback line on survey).

No building, except a detached garage or other outbuilding located upon said land by the written approval of Wycklow Development Co., Inc. shall be located nearer than 10 feet to any side or rear lot line.

The building setback line may be varied by written permission of the Wycklow Development Co., Inc. within 15 feet either forward of or to the rear of the building line shown on the plat, for the purpose of architectural effect or to save trees or to avoid land contours or formation that make construction strictly in conformity with the building line an undue burden or unduly costly, or for the purpose of enhancing the aesthetic effect that the building position on any given lot would add to the overall development, providing that no variation herein permitted shall violate the requirements of compliance with the minimum setback requirements of the Mission Township Zoning Board, as above referred to.

SECTION 10. EASEMENTS FOR UTILITIES.

An easement is reserved over that portion of each lot for utility installation and maintenance, as noted in the survey of Wycklow Development Co., Inc. All utilities shall be underground.

SECTION 11. OUTBUILDINGS.

No detached garage or outbuilding of any kind or character may be erected on any of the lots hereby restricted without the written consent of Wycklow Development Co., Inc.

SECTION 12. LIVESTOCK OR POULTRY PROHIBITED.

No livestock or poultry may be kept or maintained on any of the lots hereby restricted.

SECTION 13. NOXIOUS OR OFFENSIVE TRADE PROHIBITED.

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

SECTION 14. NO OUTBUILDING TO BE USED FOR RESIDENCE.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

SECTION 15. FENCES ALONG LOT LINES.

No fences shall be erected or maintained on any of the lots nearer any street than the front building line except that decorative fences not to exceed 15 feet in length may be installed and maintained within an area not over 10 feet from the front of any residence. No planting or shrubbery shall be permitted on any of the lots nearer the street than 10 feet from the front of any residence, except for low group plantings at the front corners of said lots, not to exceed 2 feet in height. No fences shall be located along the side or rear lot lines of any lots without prior written approval of Wycklow Development Co., Inc., its successors or assigns.

SECTION 16. SEWAGE DISPOSAL.

No sanitary provision or device for sewage disposal shall be installed or permitted to remain on any of these lots, except with the written approval of Wycklow Development Co., Inc.

SECTION 17. BUILDING AND PLOT PLANS APPROVED.

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, fences and outbuildings have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision, and as to location of the building, fences and outbuildings with respect to topography and finished ground elevation, by Wycklow Development

Co., Inc. or by a representative designated by Wycklow Development Co., Inc. In the event of dissolution of said corporation, or when said corporation no longer has any interest in any of the land covered by these restrictions, a representative shall beforehand be designated by said corporation. In the event said corporation or its designated representative failed to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such 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 corporation nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of this paragraph provided shall cease upon expiration of these restrictions. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said corporation.

SECTION 20. MISCELLANEOUS.

These restrictions shall apply to all buildings or outbuildings originally constructed, remodeled or rebuilt in case of destruction or damage by fire or other casualty.

Nothing in these restrictions shall be deemed to permit any violation of the zoning restrictions or any other Federal, State, County or local law or regulation, and if at any time any of the provisions of this agreement shall be found to be in conflict therewith, then such parts of this agreement as are in conflict with such laws shall become null and void, but no part of this agreement not in conflict therewith shall be affected thereby.

IN WITNESS WHEREOF, Wycklow Development Co., Inc. has by authority of its Board of Directors caused this instrument to be executed by its President and its corporate seal to be hereto attached this 4th day of May, 1960.

ATTEST:
Lawrence J. Loftus
Secretary

WYCKLOW DEVELOPMENT CO., INC.
Howard Hassett
President

STATE OF Kansas }
COUNTY OF Johnson } SS.

BE IT REMEMBERED, That on this 4th day of May, 1960, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came HOWARD HASSETT, President of Wycklow Development 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 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 date last above written.

Owen E. Brown
Notary Public

My commission expires:
9-19-61