

Estates of Ashton, a subdivision of  
land in the City of Olathe,  
Johnson County, Kansas

THIS DECLARATION, made on this 12<sup>th</sup> day of SEPTEMBER, 2000, by  
ASHTON ESTATES HOMES ASSOCIATION, INC.

WITNESSETH THAT:

WHEREAS, ASHTON ESTATES HOMES ASSOCIATION, INC., is the owner of the  
fee simple title or reserves the right to restrict in the manner hereinafter provided all of the  
following described land being and situated in the City of Olathe, County of Johnson, State of  
Kansas, to wit:

Lots 55 THROUGH 93 Estates of Ashton, 3rd Plat, a Subdivision  
in the City of Olathe, Johnson County, Kansas according to the  
recorded plat thereof:

AND,

WHEREAS, ASHTON ESTATES HOMES ASSOCIATION, INC. desired 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  
ASHTON ESTATES HOMES ASSOCIATION, INC., its successors and assigns and its future  
grantees, its heirs, successors and assigns and each of them, may be protected and assured that  
the above-described land will be used for residence purposes only, said ASHTON ESTATES  
HOMES ASSOCIATION, INC. 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;

Section I. DEFINITIONS

For the purpose of the following restrictions, the word "street" shall mean any street,  
avenue, drive or road of whatsoever name, which is shown on the said recorded plat of Estates of  
Ashton and which has been heretofore dedicated to the public for the purpose of a public road,  
street, avenue or drive. The word "outbuilding" shall mean any enclosed, covered structure not  
directly attached to the residence to which it is appurtenant. The word "lot" shall mean any lot  
as platted or any combination of lots or parts of lots that may be used as a building site. A  
"corner lot" shall be deemed to be any such lot as platted having more than one street contiguous  
to it. "The Association" refers to ASHTON ESTATES HOMES ASSOCIATION, INC.

Section 2. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three (3) cars, except as herein stated.

Section 3. ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and a plot plan showing the location of the structure have been approved by the Architectural Control Committee as to harmony of external design with existing structures and as to location only with respect to the approved Development Plan. Exterior house paint colors or other changes to the exterior appearance of houses within the Association are subject to the prior written approval of the Architectural Control Committee. Changes, modifications or alterations to roofing materials are also subject to the prior written approval of the Architectural Control Committee.

The Architectural Control Committee shall be composed of at least three and no more than seven Association members appointed by the President of the Association, who shall serve one year terms to be renewed each year on or before July 1 of each calendar year.

The Architectural Control Committee is composed of \_\_\_\_\_

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

This committee's approval or disapproval as required in these covenants shall be by rubber stamp noting "Plans Approved" placed on the back of the Front Elevation drawing and upon the Plot Plan. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after Construction Plans and Plot Plan have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The Architectural Control Committee may assign its authority to approve plans to a homes association if organized within this subdivision or may surrender and release its authority to approve plans completely. Any such assignment or release shall be in writing and recorded with the Register of Deeds.

Section 4. DWELLING COST, QUALITY AND SIZE

The size, cost and quality of dwellings shall conform in all cases to the Zoning Regulations and Building Code of the City of Olathe, Kansas and shall be acceptable to the Architectural Control Committee. Approval by the Architectural Control Committee shall be

deemed to be approval for this section of these Restrictions.

Section 5. RESIDENCE LOCATION

The location of a residence on the lot shall be approved by the Architectural Control Committee.

The purpose of this covenant, eaves, steps, balconies, cornices and open porches shall not be considered as a part of a residence, provided, however, that this shall not be construed to permit any portion of a residence on a lot to encroach upon another lot.

Section 6. VARIANCES AND ENCROACHMENTS

Any of the provisions of these restrictions pertaining to construction of a residence upon any lot may be waived or a variance permitted. Such waiver or variance shall be by written instrument duly recorded with the Register of Deeds of Johnson County, Kansas applicable only to the particular lot and executed by ASHTON ESTATES HOMES ASSOCIATION, INC., or its designee.

No building or part thereof, exclusive of porches, porticos, stoops, balconies, bay and other windows, eaves, chimneys and similar projections, shall be nearer the street line than the building set back lines shown on said plat, provided, however, said ASHTON ESTATES HOMES ASSOCIATION, INC., reserved the right to alter and amend the set back lines and side line restrictions of specific lots, (but not to exceed five feet), from time to time by filing an appropriate instrument in writing in the office of the Register of Deeds of Johnson County, Kansas.

ASHTON ESTATES HOMES ASSOCIATION, INC. shall have the right to assign the right to grant variances to an organized homes association within the subdivision or may completely surrender and release said authority. Any such assignment or release shall be in writing and recorded with the Register of Deeds.

Section 7. FRONTAGE

The residence shall be situated on the lot so as to meet the approval of the Architectural Control Committee. Approval by the Architectural Control Committee shall be deemed to be approval as described in Section 3 above.

Section 8. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are served as shown on the recorded plat or as later reserved and recorded.

## Section 9. NUISANCES

No owner, tenant or occupant of any lot shall park, store, leave, keep, or permit to be parked any truck with a gross weight in excess of one-half ton, trailer, boat, bus, camper, or other recreational vehicle upon or adjacent to any lot, EXCEPT for the time needed to make deliveries to load and unload; or such time as may be incidental to the repair, construction or alteration of the improvements upon any lot. This restriction shall not apply to passenger vehicles. Trucks, trailers, boats, campers and/or other recreational vehicles must be parked in a garage and in a manner in full compliance with the ordinances of the City of Olathe, Kansas.

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

## Section 10. TEMPORARY STRUCTURES

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

## 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 the Architectural Control Committee.

## Section 12. SIGNS

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

Nothing in this section shall be construed in any way to prevent the Owner and/or Developer to erect signs advertising and naming the subdivision and the houses therein.

## Section 13. FENCES

Any fence, hedge or boundary wall erected, kept or maintained around any of said lots or any part, or parts thereof, shall be in keeping with the design and architecture of the residence upon such lot. In the event such fence is constructed of wooden material such as redwood or cedar, it may be left in its natural state without paint or stain. Residential chain link, chicken wire or farm woven wire fences are prohibited. Dog runs, dog pens and similar structures utilizing chain link, chicken wire or similar fencing are prohibited. Exterior clotheslines or poles are also prohibited.

#### Section 14. OUTSIDE ANTENNAS AND OTHER PROJECTIONS

No television, radio, citizens' band, short wave and/or other type of exterior antenna, satellite dish, or similar device shall be permitted except as specifically approved and authorized by the Architectural Control Committee in regards to its size, style, location, placement and other aesthetic aspects. The Architectural Control Committee shall have the right to establish rules and regulations regarding the location, size, and use of such antennas so as to reasonably control the impact of such antennas on the district, and such rules and regulations shall be binding upon all of the lots within the Association.

#### Section 15. LIVESTOCK AND POULTRY

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

#### Section 16. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators shall be kept in a clean and sanitary condition as shall other equipment for the storage disposal of such material.

Nothing in this section shall be construed to be in contradiction to City Ordinance and any conflict herein shall be governed by applicable City Ordinances nor shall it be construed to apply any restriction on the Developer and/or Builder in handling its construction refuse.

#### Section 17. WATER SUPPLY AND SEWAGE DISPOSAL

Neither individual water supply systems nor individual sewage disposal systems shall be permitted on any of the lots hereby restricted.

#### Section 18. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. However, a majority of the owners of the lot may at any time execute and record an amended Declaration of Restrictions changing said covenants in whole or in part.

#### Section 19. ENFORCEMENT

Either the owner or owners of any land hereby restricted or any association vested with the power of enforcing these restrictions, shall have the right to sue for and obtain injunctive or any equitable or legal relief to prevent the breach of or to enforce the restrictions above set forth, and to recover damages for such violations.

To the extent that the Association is forced to incur attorneys' fees and related costs in enforcing the provisions of this Declaration against a member of the Association, the Association is specifically permitted by each homeowner and member of the Association to recover reasonable attorneys' fees and costs if the Association is found to be the prevailing party.

Section 20. CONTRADICTION TO CITY ORDINANCE

Nothing in these restrictions shall be construed to be in contradiction to City Ordinances and any conflict herein shall be governed by applicable City Ordinances.

Section 21. HOMES ASSOCIATION DUES


The Board of Directors is hereby empowered to establish annual dues for the Association. Each member agrees to pay the annual Association dues within thirty (30) days after submission of written notice from the Association. Members failing to pay said dues in a timely fashion agree to the imposition of ten percent (10%) interest per month until the amount due is paid in full, together with interest. If said dues remain unpaid for a period of more than 120 days after written notice, a penalty of One Hundred Dollars (\$100.00) will be imposed for each month said dues remains unpaid thereafter. Members acknowledge and agree that the Association may place a lien on the real property in question to the full extent of unpaid dues, interest and penalties.

Section 22. SEVERABILITY

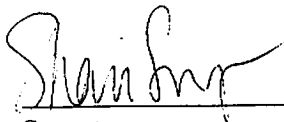
Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the declarant has caused this instrument to be signed on its behalf by its President, thereunto duly authorized to do so, and to be attested by its Secretary and has caused its Corporate Seal to be hereunto affixed, of the 13<sup>th</sup> day of Sept. 2000, 2000.

ASHTON ESTATES HOMES ASSOCIATION, INC.

By   
President

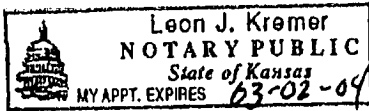
Attest:

  
Secretary

STATE OF KANSAS            )  
  )SS  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, that on this 13<sup>th</sup> day of September, 2000 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came WILLIAM GROSINGER, President of ASHTON ESTATES HOMES ASSOCIATION, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and LINDA MORGAN, Secretary of said corporation, who are personally known to me to be such officers and who are personally known to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the executive of the same to be the act and deed to said corporation.

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



Leon J. Kremer  
Notary Public

My Commission Expires: 03-02-04