

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, nor shall any of the restrictions herein set forth be deemed or construed to apply to any of the above described land which is now and may hereafter be dedicated or used for public street, road, avenue or park purposes, or any other public or semi-public use or purpose.

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. 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; provided that nothing herein contained shall be construed to prohibit the use of any part or parts of said land which is hereby restricted for street, avenue, park or other public uses or purposes.

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 Morningview Development, 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.

Morningview Development, 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 Morningview Development, Inc., and upon its successors and assigns for a period of twenty-five years from Feb 14, 1956 and shall automatically be continued thereafter for successive period 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 here 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 Morningview Development, 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. Morningview Development, Inc., may, by appropriate agreement, assign or convey to any person or corporation all of its rights, restrictions and privileges herein reserved to it.

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 Morningview 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" may mean either any lot as platted 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 as platted upon which a residence may be erected in accordance with the restrictions hereinafter set forth or as set forth in the individual deeds from Morningview Development, Inc., its successors or assigns. A "corner lot" shall be deemed to be any such lot as platted or any tract of land as conveyed having more than one street contiguous to it. The street upon which the lot or part thereof fronts, as hereinafter provided, shall be deemed to be a front street, and any other street contiguous to any such lot shall be deemed to be a side street, providing that any corner lot shall be deemed to front on either street which is contiguous with said corner lot.

SECTION 6. FRONTAGE OF LOTS.

For the purpose of these restrictions, all of the lots or part or parts thereof shall be deemed to front on the streets according to the building line as shown on the recorded plat, provided that any corner lot shall be deemed to front on either of the streets contiguous to it.

SECTION 7. FRONTAGE OF RESIDENCES ON STREETS.

Any residence erected wholly or partially on any of the lots or any part or parts thereof as shown on the recorded plat shall front or present a good frontage on the street or streets 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 street adjacent and on any corner lots said residence may front on either adjacent street or at any angle in between a complete frontage on either street, providing that the plot plan with the improvements shown thereon is first approved in writing by Morningview Development, Inc., or its successors or assigns.

SECTION 8. SIZE OF RESIDENCES PERMITTED.

Any residence erected upon any of the lots hereby restricted shall be a bungalow or a residence of either one, one and one-half or not more than two stories in height. For the purpose of these restrictions, a one and one-half story residence shall be defined as a house with a roof pitch of at least ten feet rise to twelve feet horizontal, shall carry the possibility of second floor rooms and whose roof line approximates the first floor ceiling on the front elevation.

SECTION 9. GROUND FRONTAGE REQUIRED.

Any residence erected upon any of the lots hereby restricted or part or parts thereof shall have appurtenant thereto not occupied by any other residence at least 60 feet frontage of ground fronting upon the street upon which the lot or part or parts thereof fronts, or in the alternative, a minimum lot width at the set back line of 60 feet.

SECTION 10. SETBACK OF RESIDENCE 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 or without written consent of Morningview Development, Inc., further from the front street or the side street than the building setback line shown on said plat of Morningview on the lot or lots on which said residence may be erected; provided, however, that Morningview Development, Inc. does have and does hereby reserve the right in the sale and conveyance of any said lots to change any building line shown thereon with the consent in writing of the then record owner of the fee simple title to any such lot; provided that no change may be made at any time which will permit the erection or maintenance of any residence on any lot, exclusive of the projections hereinafter set forth, nearer than the building line as now established on said plat of Morningview. The position of any building on any lot shall be in accordance with the zoning restrictions of the Shawnee Township Zoning Board, and any parts of any residences which may project to the front of and be nearer to the front streets or side streets than the building line shown on said plat, such as window projections, stairway landings, cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises, vestibules, unenclosed, uncovered or covered porches; balconies or stoops, porte cocheres and terraces, shall all comply in every respect with the zoning restrictions of Shawnee Township and the County of Johnson, State of Kansas.

SECTION 11. EASEMENTS FOR UTILITIES.

An easement is reserved over that portion of each lot for utility installation and maintenance, as noted in the plat of Morningview.

SECTION 12. FREE SPACE REQUIRED.

No building, except a detached garage or other outbuilding located upon said land by the written approval of Morningview Development, Inc. shall be located nearer than five feet to any side or rear lot line. No residence structures shall be erected or placed on any building plot which plot has an area less than the minimum area provided by the zoning restrictions of or approved by the Shawnee Township Zoning Board. The ground floor area of the main structure of any building, exclusive of one-story open porches and garages, shall be not less than 864 square feet in the case of one-story structures, nor less than 650 square feet in the case of one and one-half story structures, 650 square feet in the case of two-story structures and 450 square feet in the case of two-story residences over garage, on the following lots:

Lots 1 to 9, inclusive, Block 1; Lots 1 to 14, incl., Block 2;
Lots 1 to 30, inclusive, Block 3; Lots 1 to 31, incl., Block 4;
Lots 1 to 21, inclusive, Block 5; Lots 1 to 23, incl., Block 6;
Lots 1 to 11, inclusive, Block 7; Lots 1 to 22, incl., Block 8;
Lots 1 to 26, inclusive, Block 9; Lots 1 to 29, incl., Block 10;
Lots 1 to 16, inclusive, Block 11; Lots 1 to 10, incl., Block 12;
Lots 1 to 5, inclusive, Block 13.

In all cases these minimum area requirements shall not include garages, car ports and open porches. All garages on any of the lots shall be attached to the main structure, unless approval otherwise shall be obtained in writing from Morningview Development, Inc. In the event that more than one lot as shown on the recorded plat are combined with a recorded lot or part thereof so as to create a larger building site than shown on the recorded plat, the main body of any residence including attached garages, attached greenhouses, ells, porches, enclosed or unenclosed, but exclusive of all other projections erected or maintained on any of the other lots hereby restricted, shall not occupy more than eighty per cent (80%) of the width of the lot or building site on which it is erected, measured in each case on the front building line.

SECTION 13. 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 Morningview Development, Inc.

SECTION 14. LIVESTOCK OR POULTRY PROHIBITED.

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

SECTION 15. 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 16. NO OUTBUILDING TO BE USED FOR RESIDENCE.

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

SECTION 17. 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 Morningview Development, Inc., its successors or assigns.

SECTION 18.

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 Morningview Development, Inc.

SECTION 19. 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 Morningview Development, Inc., or by a representative designated by Morningview Development, 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 in 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, Morningview Development, Inc. has by authority of its respective Board of Directors caused this instrument to be executed by its respective president and its corporate seal to be hereto attached this 14th day of February, 1956.

MORNINGVIEW DEVELOPMENT, INC.

By Fred Olsen
President

ATTEST: Charles W. Hess
Secretary



STATE OF Kansas }
COUNTY OF Johnson } ss.

BE IT REMEMBERED, that on this 14th day of February, 1956,

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Fred Olsen, President of Morningview Development, 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.



My Commission Expires:

Aug 20, 1956

Sanford Weaver
Notary Public in and for
said County and State

STATE OF KANSAS, Johnson Co., ss.

This 19th day of FEB 1956 filed for record on the

and duly recorded in Book 77

of maps

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John Rudelson

By Albert J. Mills
Deputy

