

# Shawnee Woods Subdivision

## Declaration of Restrictions

WHEREAS, D & P Inc. - Lakeview Development LLC, Developer, having heretofore executed a plat of Shawnee Woods, which plat was recorded on the 11<sup>th</sup> day of March, 2005, in Book 41 of Plats at page 1 in the office of the Register of Deeds, Shawnee County, Kansas, and having heretofore dedicated to the public all of the streets, roads and easements as are shown thereon, now desire to place restrictions on the lots in said subdivision for the use and benefit of the present owners and for their future grantees.

NOW, THEREFORE, in consideration of the premises, D & P Inc. - Lakeview Development LLC, for themselves and for their successors and assigns, and for their future grantees, hereby agree that all of said lots in Shawnee Woods shall be and are hereby restricted as to their use in the manner hereinafter set forth.

1. For the purpose of these restrictions, the word "street" shall mean any street, terrace, lane, boulevard or road of whatever name which is shown on the recorded plat of Shawnee Woods, and which has been heretofore dedicated to the public for the purpose of a public street.

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

The word "lot" may mean either any lot as platted, or any tract, or tracts of land as conveyed, which may consist of one or more lots, or a part or parts of one or more lots, as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth. 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, shall be deemed to be a front street; any other street contiguous to any such lot shall be deemed to be a side street.

2. None of said lots may be improved, used or occupied for other than private residence purposes, and no duplex, flat or apartment house, though intended for residence purposes may be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family.
  
3. Each dwelling erected on said property must have the following minimum square foot area exclusive of basement, attached garage or porches.
  - (a) In a ranch type dwelling the main floor area must cover one thousand four hundred seventy (1,470) square feet;
  - (b) Bi-level, tri-level or one and one-half story must contain total finished living area on all levels of not less than one thousand seven hundred fifty (1,750) square feet;
  - (c) A two story dwelling must contain at least one thousand (1,000) square feet on the main floor, and a minimum of seven hundred (700) square feet on the second floor;
  - (d) Each dwelling must have a minimum of 6/12 pitch roof.
  
4. Each dwelling erected on said property must have in connection therewith the following:
  - (a) A free standing, attached or built-in double garage;
  - (b) A double concrete driveway eighteen (18) feet minimum in width;
  - (c) A city sidewalk to city standards along the street easement, one foot from property line, five inches above curb and  $\frac{1}{4}$  inch per foot slope towards street to be installed by owner of the lot.
  - (d) A minimum of ten (10) foot side yard to be maintained on all lots unless otherwise indicated on plat plan or approved by the City of Topeka.

5. The construction of any dwelling permitted herein shall be completed within eight calendar months from the time construction begins.
6. No structure of a temporary character, trailer, basement, tent, shack, garage, guest houses, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No sheds, storage buildings or structures of a similar character may be erected or maintained on any lot. Any outbuilding must conform architecturally with the principal structure on each respective lot and approved by Developer.
7. No cattle, horses, swine, sheep, goats or poultry of any kind shall be kept on any platted lot or lots which the Developer has sold or transferred to individuals or companies for developing. The keeping and/or breeding for commercial purposes of dogs, cats, birds or other animals shall be strictly prohibited. Not more than three (3) cats or three (3) dogs may be kept on any premises beyond the age of three (3) months.
8. No trash, ashes or other refuse may be thrown or dumped on any lot in this subdivision. Each landowner shall be responsible for the removal of garbage and refuse from his/her property by a licensed refuse hauler on at least a weekly basis. All garbage and refuse shall be contained and out of view from the street and neighbors. All lots shall be kept mowed to a reasonable height and all trees and shrubs shall be kept trimmed, so as to present a reasonable appearance.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
10. Any dwellings erected upon the above described real estate must be of new construction and constructed on site. No building shall be moved onto the above described real estate from some other location such as pre-manufactured home, trailer house or existing structure of any type.

11. No motor vehicles larger than a conversion van shall be kept, garaged or permanently stored on any of said lots.
12. Any water craft are to be housed in an enclosed structure and may not be parked stored or otherwise kept on any lot outside of an enclosed structure.
13. No firearms are to be discharged in this area.
14. No motor homes, buses, campers, house trailers, modular homes or similar vehicles or structures shall be allowed at any time on any of said lots for a period of longer than twelve (12) hours while loading and unloading items from residence.
15. No satellite dishes in excess of twenty four (24) inches in diameter shall be allowed in said subdivision and all satellite dishes shall be so located as to be not visible from any street.
16. No solar energy panels shall be permitted in connection with any structure in said subdivision unless said panels are so located as to be not visible from any street.
17. No chain or other wire fences shall be allowed on the subject property. All property line fences shall be constructed of cedar, vinyl or split rail materials with a maximum height of six (6) feet above the ground level. All other types of fencing materials shall be approved by Developer.
18. All plans for constructing of residence shall be approved by Developer. No construction shall be commenced until written approval has been granted by the Developer. A complete set of dwelling plans, together with any outbuilding plans, if the same are to be erected, shall be filed with the Developer and will be returned when construction is completed. Submissions shall be acted upon by the Developer within ten (10) days. Judgment by the Developer shall be for the purposes of conformance to the restrictions and architectural relationship to the other dwellings, and features of good design for the best interest of all residents in the development.

19. No tanks for the storage of liquids shall be placed above or below ground.
20. No sign shall be permitted on any lot, except a sign no larger than one hundred fifty (150) square inches for the purpose of occupant identification, and a sign no larger than six hundred (600) square inches for the purpose of advertising the property for sale or lease. The above restrictions shall not prohibit the erection of signs for the purpose of identification of the subdivision.
21. Easements shall be retained by the owners for the use of public utility services where designated on said plat, with the right to construct, operate and maintain any public utility service and easement to any municipal government or public utility corporation authorized to construct, operate and maintain any such public utility.
22. No fences or walls shall be erected or maintained on any lot nearer a front street than the front building limit line of said lot.
23. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said restrictions in whole or in part.
24. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictions either to restrain violations or to recover damages.
25. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

26. A minimum of forty (40) percent of front of residence shall be constructed of masonry, stone, brick or synthetic stucco systems.
27. All roof coverings shall be thirty (30) year laminated shingles comparable to Timberline.
28. Any lot purchased that residence is not constructed on shall be maintained and mowed by owner. If purchaser fails to maintain said lot, Developer shall maintain and mow lot and bill purchaser for services.
29. All utilities shall be placed underground.
30. All residences shall have a yard light in the front yard to automatically come on at dark and go off at daylight.
31. No above ground pools.
32. No Christmas lights installed before October 15<sup>th</sup> and they must be removed by March 15<sup>th</sup>.
33. All residences will have a minimum of 600 s.f. of basement area. No slab on grade houses will be allowed.

IN WITNESS WHEREOF, D & P Inc. - Lakeview Development LLC, Developer, have caused this Declaration of Restrictions to be signed this 1<sup>st</sup> day of November, 2005.

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D & P Inc. - Lakeview Development LLC  
Perry L. Marney, Manager

STATE OF KANSAS, SHAWNEE COUNTY, ss:

BE IT REMEMBERED, that on this 1<sup>st</sup> day of November, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Perry L. Marney for D & P Inc. - Lakeview Development LLC, who is to me personally known to be the same person who executed the above and foregoing instrument of writing and such person duly acknowledged the execution of the same to be his free act and deed.

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

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Notary Public

My Appointment Expires: