

This document is being rerecorded to include a legal ~~10406~~
description. See attachment A.

11250

**WOODGLEN SUBDIVISION SINGLE FAMILY RESIDENTIAL AREA
DECLARATION OF RESTRICTIONS**

WHEREAS, on this 25th day of April, 2005, M. Ball Construction, a Kansas corporation, as developer of Woodglen subdivision, having executed a plat of Woodglen, which plat was recorded 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 desires to declare and place restrictions on the lots in said subdivision to protect the value, desirability and attractiveness for the use and benefit of the present owners and for their future grantees.

WHEREAS, these restrictions and conditions shall run with the submitted land on the recorded plat of Woodglen subdivision and shall be binding upon all parties having or acquiring any right, title or interest in the submitted land, or any part thereof, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of the premises, M. Ball Construction, Inc. for themselves and for their successors and assigns, and for their future grantees, hereby agree that all of the said lots in Woodglen shall be and are hereby restricted as to their use in the manner hereinafter set forth.

1. For the purposes of these restrictions the following words when used in this Declaration shall have the following meanings:

A. The word "street" shall mean any street, terrace, lane, boulevard or road of whatever name which is shown on the recorded plat of Woodglen, and which has been heretofore dedicated to the public for the purpose of a public street.

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

C. The word "lot" may mean either any lot as platted in the Woodglen subdivision, 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 long, 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 a single family private residence purposes, and no duplex flat or apartment house, though intended for the residence purposes may be erected thereon. Any residence erected or maintained thereon shall be designed for the occupancy by a single family.

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3. Each dwelling erected on said lot 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 three hundred (1,300) square feet;
- (b) Bi-level, tri-level or one and on-half story must contain total finished living are on all levels of not less than one thousand seven hundred and 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 nine hundred (900) square feet on the second floor;

additionally, each dwelling must have a minimum of 5/12 pitch roof.

4. Each dwelling erected on said property must have in connection therewith the following:

- (a) At minimum an attached or built-in double car garage;
- (b) A double driveway with a minimum of sixteen (16) feet in width;
- (c) A four-foot wide, four inch thick concrete sidewalk along the street easement, one foot from property line, five inches above the curb and ¼ inch per foot slope towards street to be installed by owner of the lot.
- (d) A minimum of 7-foot side yard to be maintained on all lots unless otherwise indicated on the plat plan.

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 nature or character, including but not limited to the following: trailer, basement, tent, shack, garage, guest houses, barn or other outbuildings; shall be used on any lot at any time as a residence, whether 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.

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 two (2) 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 for 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 an annoyance or nuisance to the neighborhood.

10. Any dwelling erected upon the above described real estate must be of new construction and no buildings shall be moved onto the above described real estate from some other location.

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 the 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 and shall not be stored or kept on any of said lots.

15. No satellite dishes in excess of eighteen (18) 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 are strictly prohibited. Dog runs with a poured concrete floor are excluded from this requirement.

18. The owners shall submit all plans for all dwellings and structures to the developer M. Ball Construction for approval. No construction shall be commenced until written approval has been granted by M. Ball Construction. 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 30 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.

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19. The developer shall appoint an architectural Committee to serve in place of the developer as outlined in subsection (18.) above, upon the completion of primary dwellings on all forty-five lots or five years from the date of filing of these restrictions whichever occurs first. The Architectural Committee will be bound by all of the requirements placed upon developer in this capacity.
20. No tanks for the storage of liquids shall be placed above or below ground.
21. No sign shall be permitted on any lot, except a sign no larger than 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.
22. Easements shall be retained by the owners for the use of public utility services where designated on the 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.
23. 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.
24. All recreation and play equipment shall be located in the rear of any lot, except for basketball goals. All basketball goals shall be either white or glass. No "home-made" basketball backboards or supports shall be permitted. Likewise, no temporary basketball goals are allowed within ten feet of the street. No temporary basketball goals are allowed to be set up in the street or immediately adjacent thereto.
25. All property owners whose lot boundary on the North is the original cedar tree line is prohibited from cutting down or causing the removal of said cedar trees.
26. Christmas lights shall not be lighted before Thanksgiving and shall be taken down no later than February 15th of the following year.
27. All homeowners shall operate exterior lighting from dusk till dawn illuminating the properties driveway.
28. 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 the whole or in part.

29. All single family residences and related improvements shall be constructed and maintained and all uses made of such property shall at all times be in full compliance with all building codes and zoning ordinances applicable thereto.


30. All property owners shall plant and maintain or cause to be planted and maintained on each lot, two trees with a minimum height of eight feet at the time of planting, between the front property line and the front side of the residence within eight months of the completion of construction. The acceptable trees to plant are: Bald Cypress, Pin Oak, Scarlet Oak, Red Maple, Ash, Shademaster Locust. In the event that the owner would like to deviate from the approved list, that request must be made in writing to the Architecture Committee.

31. 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.

32. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the owner of any residence or lot subject to this Declaration, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

33. All notices required to be given hereunder shall be deemed to have been delivered when deposited with the United States postal service, postage prepaid, certified or registered mail, return receipt requested, addressed to the owner of any residence or lot, subject to this Declaration, by the governing body of the City of Topeka, Kansas, or its delegate, provided, however, said notice may be delivered by any other means, or at some other location designated by Declarant, its successors or assigns.

IN WITNESS WHEREOF, M. Ball Construction, Declarant herein has caused this instrument to be executed this 25th day of April, 2005.

By: 
Michael J. Ball, President
M. Ball Construction

By: 
Lynette K. Ball, Vice President
M. Ball Construction

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

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Attachment A
Woodglen Declaration of Restrictions
Legal Description of Woodglen Subdivision

DESCRIPTION: A tract of land in the Northwest Quarter of the Northwest Quarter of Section 11, Township 12 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas, described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Northwest Quarter; thence N.00°29'01" E along the West line of said Northwest Quarter a distance of 533.85 feet to a point 792.0 feet South of the Northwest corner of said Northwest Quarter; thence N 89°47'56" E parallel to the North line of said Northwest Quarter a distance of 1326.93 feet to a point which is 6.99' West of the East line of the Northwest Quarter of said Northwest Quarter; thence S 00°27'04" W a distance of 537.79 feet to a point 5.50' West of the Southeast corner of the Northwest Quarter of said Northwest Quarter; thence S 89°58'08" W along the South line of the Northwest Quarter of said Northwest Quarter a distance of 1327.20 feet to the point of beginning containing 16.30 acres, more or less.

This document is being rerecorded to include a legal description. See attachment A.

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WHEREAS, these restrictions and conditions shall run with the submitted land on the recorded plat of Woodglen subdivision and shall be binding upon all parties having or acquiring any right, title or interest in the submitted land, or any part thereof, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of the premises, M. Ball Construction, Inc. for themselves and for their successors and assigns, and for their future grantees, hereby agree that all of the said lots in Woodglen shall be and are hereby restricted as to their use in the manner hereinafter set forth.

1. For the purposes of these restrictions the following words when used in this Declaration shall have the following meanings:

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C. The word "lot" may mean either any lot as platted in the Woodglen subdivision, 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 long, 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 a single family private residence purposes, and no duplex flat or apartment house, though intended for the residence purposes may be erected thereon. Any residence erected or maintained thereon shall be designed for the occupancy by a single family.

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5. The construction of any dwelling permitted herein shall be completed within eight calendar months from the time construction begins.

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