

Bedford Downs Homes Association

BEDFORD DOWNS
AND
FOXFIELD 1ST PLAT
DECLARATION OF RESTRICTIONS

STATE OF KANSAS) SS
COUNTY OF JOHNSON)
FILED FOR RECORD

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Rubie M. Scott
Register of Deeds

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DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made this 1st day of August, 1987,
by the undersigned lot owners.

WITNESSETH:

WHEREAS, J. D. Bohi and Associates, Inc., is the owner of certain real property located in Johnson County, Kansas, and now desires to place certain restrictions on that real property more fully described as:

Part of the NW 1/4 of Section 22, T13S, R24E, Johnson County, Kansas, being more particularly described as follows: Beginning at the Northeast corner of the NW 1/4 of Section 22, T13S, R24E; thence S 02°14'25" E along the East line of said NW 1/4 a distance of 926.40 feet; thence S 87°45'35" W a distance of 102.61 feet; thence S 69°00' W a distance of 69.28 feet; thence N 76°00' W a distance of 105.47 feet; thence N 63°26' W a distance of 79.68 feet; thence S 51°55' W a distance of 79.12 feet; thence N 75°00' W a distance of 118.00 feet; thence S 17°49' W a distance of 180.41 feet; thence N 72°11' W a distance of 60.00 feet; thence N 80°00' W a distance of 250.00 feet; thence N 66°00' W a distance of 198.00 feet; thence N 90°00' W a distance of 126.90 feet; thence N 35°31'31" E a distance of 291.76 feet; thence N 35°43'35" E a distance of 327.57 feet; thence N 37°29'27" E a distance of 530.04 feet to a point on the North line of said NW 1/4; thence N 87°52'55" E along said North line a distance of 464.00 feet to the Point of Beginning, containing 18.543 acres, more or less. Now Platted as Bedford Downs.

WHEREAS, it is the purpose of J. D. Bohi and Associates, Inc., in restricting the above real property, to enhance it and keep its use consistent with the restrictions set forth below:

NOW THEREFORE, in consideration of these premises, J. D. Bohi and Associates, Inc., for it and its successors and assigns, and for future grantees, does hereby subject the aforesaid mentioned property to the following restrictions:

SECTION 1. USE OF LAND

The property shall be occupied and used for single-family residence purpose only; provided, however, this restriction shall not prevent Bedford Downs Homes Association or others authorized by it from erecting temporary buildings and using such temporary buildings or residences for offices, sales and storage purposes during the development of said tract.

SECTION 2. MINIMUM SIZE OF RESIDENCE

The floor area of the main structure of any residence, exclusive of porches, garages and basement areas, finished or unfinished, shall not be less than 1600 square feet for a two-story residence or split-level residence; or 1500 square feet for a one and one-half story residence with at least 1100 square feet being on the first floor.

SECTION 3. APPROVAL OF PLANS

Before construction is commenced, the builder shall submit the plans, specifications and floor plan showing location of dwelling with respect to topography and finished ground elevation for each structure to Bedford Downs Homes Association and no construction shall commence until said plans have been approved by Bedford Downs Homes Assoc. Board of Directors. A copy of such plans showing said approval shall remain on file with The Bedford Downs Homes Association Management Office.

SECTION 4. PERMITTED HEIGHT OF RESIDENCES

No residences erected on any of said lots shall be more than two stories in height, unless consented to in writing by Bedford Downs Homes Association.

SECTION 5. SETBACKS AND PROJECTIONS

No building of part thereof, exclusive of porches, porticoes, stoops, balconies, bay and other windows, caves, chimneys, and similar projections, shall be nearer the street line than the building set back lines shown on said plat. Bedford Downs Homes Association must consent to any projection more than four (4) feet beyond the building line. Bedford Downs Homes Association reserves the right to alter and amend the set back lines and side line restrictions of specific lots (but not to exceed five feet (5')), from time to time, by filing an appropriate instrument in writing in the Office of the Register of Deeds of Johnson County, Kansas.

SECTION 6. AIR CONDITIONERS

No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of any residence.

SECTION 7. FENCING

No fence may be erected without the prior written consent of Bedford Downs Homes Association.

SECTION 15. BILLBOARDS

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of Bedford Downs Homes Association: provided; however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, said advertising board shall not be more than five square feet (5 sq. ft.) in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot tract upon which it is erected.

SECTION 16. MISCELLANEOUS PROVISIONS

(a) Garage Doors: All doors on garages located on the lots hereby restricted shall be kept closed except when opened for the purpose of parking or removal therefrom of motor vehicles.

(b) Exterior Clothes Lines and Poles: No exterior clothes lines or poles may be erected or maintained on any of the lots hereby restricted.

(c) Exterior Christmas Lights and/or Decorations: No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted except during a sixty (60) day period beginning November 15th of each calendar year.

(d) Garage, Porch or Basement Sales: No garage, porch or basement sales may be conducted on any of the lots hereby restricted without prior consent in writing of Bedford Downs Homes Association.

(e) Dogs Running at Large: Dogs shall be confined. No dog shall be allowed to run at large on the property hereby restricted.

(f) Exterior Basketball Goals: No exterior basketball goals shall be erected or maintained on any of the lots hereby restricted, without prior consent in writing by Bedford Downs Homes Association.

(g) Swimming Pools: No above ground swimming pools may be constructed or maintained on any of the lots hereby restricted, without prior consent in writing by Bedford Downs Homes Association.

SECTION 17. USE OF EASEMENTS

J. D. Bohi and Associates reserves the right to construct pipe lines, sewers and drains upon, over and across all easements and rights of way shown on the recorded plat.

SECTION 18. HOMES ASSOCIATION

The owner of each building site to which these restrictions and covenants apply automatically becomes a member in a Homes Association entity and is to participate in the conduct and operation of the association.

SECTION 19. MAINTENANCE OF COMMON AREAS

All common areas in the subdivision shall be maintained by J. D. Bohi and Associates until a Bedford Downs Homes Association is formed under an instrument executed the 1st day of August, 1987, entitled Homes Association Declaration, Bedford Downs. After the formation of said Homes Association, it shall maintain all common areas, including, but not limited to, the mowing, planting, trimming, landscaping of such areas. Common areas shall include all berm areas, islands and other landscaped areas shown upon the plat not being a part of any particular lot, whether or not the same shall be dedicated to the public. Such areas not dedicated to the public shall be deeded by J. D. Bohi and Associates to the Homes Association which shall, in addition to being responsible for maintenance, pay all ad valorem and other taxes or assessments levied against such areas. Upon the failure of the Homes Association to properly maintain the same, J. D. Bohi and Associates

or the City of Overland Park may do the necessary maintenance work and assess the Homes Association and/or each of its members for the reasonable expenses of such work, or J. D. Bohi and Associates or the City of Overland Park, Kansas, may bring an action in any Court of competent jurisdiction requiring such maintenance to be done.

The above named parties, or any owner for the time being of any tract or lot in said subdivision, shall have the right to obtain from any Court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any of said restrictions, and may bring any other proper legal action.

After the formation of a Bedford Downs Homes Association, J. D. Bohi and Associates shall have the right, at its option, to transfer and assign all of the rights or obligations of interpretation approval and enforcement of the provisions of this Declaration of Restrictions to said Homes Association. Said transfer from J. D. Bohi and Associates to Bedford Downs Homes Association became official effective June 1, 1992 (per 3rd Admendment dated June 15, 1992 by J. D. Bohi, President of J. D. Bohi and Associates, Inc., recorded on Pages 850 and 851, Volume 3726, Johnson County Register of Deeds).

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

SECTION 20. NO USED STRUCTURES

No residential structure of any type which has previously been at another location shall be moved onto any lot in this subdivision without the prior written approval of Bedford Downs Homes Association.

SECTION 21. DURATION OF RESTRICTIONS

The above covenants and restrictions shall continue and be in full force and effect until the 1st of August, 2012, and shall automatically be continued thereafter for successive periods of 25 years each, provided, however, that the then owners of the fee simple title of 60% of the front feet of all of the lots herein described, may release the land or any part of it from any one of more of said restrictions, on August 1, 2012, or at expiration of any 25-year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same in office of the Register of Deeds of Johnson County, Kansas.

The provisions of this Declaration shall be deemed to be covenants running with the land; and shall be binding upon the above named J. D. Bohi and Associates, and all persons claiming by, through or under it.

J. D. Bohi and Associates

By J. D. Bohi (signature)
J. D. Bohi - President

STATE OF KANSAS)
) ss.:
COUNTY OF JOHNSON)

On this 1st day of Aug, 1987, before me, a Notary Public in and for said county and state, personally appeared, J. D. Bohi, President of J. D. Bohi and Associates, Inc., known to me to be the person who executed the within Declaration of Restrictions, in behalf of said corporation and acknowledged to me that he answered the same for the purposes therein stated.

Laveigh Rooney (signature)
Notary Public

NOTARY PUBLIC State of Kansas
LAVEIGH ROONEY
My Appt. Exp. Jan 5, 1991

My Commission Expires: _____