

Bradford Falls Declaration of Restrictions

Adopted November, 2003

I. Statement of Intent

These restrictions are for the purpose of retaining and increasing the value of homes within the Bradford Falls subdivision, and to facilitate enjoyment of your home. These restrictions concern the appearance and maintenance of your home and lot.

Issues such as parking, noise, animal control, building codes, etc. are within the jurisdiction of the City of Olathe, and are not within the scope of responsibility or jurisdiction of the Bradford Falls subdivision. Please refer to Olathe Codes or the Unified Development Ordinance for guidance.

The restrictions on exterior colors, fences, and landscaping, and other items are inherently subjective. The Board of Directors, and the Architectural Control Committee are charged with allowing or disallowing requests based on aesthetic and structural considerations, including quality and type of workmanship and materials, harmony of external design and colors with existing structures and landscape, and location with respect to topography and finished grade elevation.

II. Declarations and Definitions

WHEREAS, a plat of land located in Olathe, Johnson County, Kansas, and known as BRADFORD FALLS, FIRST PLAT, was recorded in the Office of the Register of Deeds of Johnson County, Kansas on May 27, 1994, as Document 2398182 in Plat Book 87 at Page 30.

WHEREAS, said plat dedicates to the public all of the streets and roads shown on said plats for use by the public; and

WHEREAS, Bradford Falls, L.L.C., a Kansas limited liability company, and the other signatories to this Declaration, are the owners of all of the lots and land shown on the aforesaid plat and now desire to place certain restrictions thereon, all of which restrictions being for the use and benefit of the Developer, the other signatories to this Declaration, and for their future grantees and assigns.

NOW, THEREFORE, in consideration of the premises, the signatories to this Declaration for themselves and their successors, grantees and assigns, hereby agree that all of the lots, tracts and land shown on the aforesaid plat shall be and hereby are restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED:

The word "street" shall mean any street, road, drive, or terrace of whatever name, as shown on said plats of Bradford Falls.

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

The word "lot" may mean either any numbered lot as platted, or any tract or tracts of land as conveyed, which may consist of one or more numbered lots, as platted, or part or parts of one or more numbered 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 lot as platted, or any tract of land as conveyed, having more than one street contiguous to it.

The word "tract" shall mean any area identified by a letter of the English Alphabet or as otherwise identified and shown on said plat.

The terms "district" or "subdivision" as used in this agreement shall mean all of the land described on Bradford Falls, First Plat, as fully described above (hereinafter referred to as "Bradford Falls"). If and when other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" and "subdivision" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modifications thereof. The term "improved property" as used herein, shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or is in the process of erection. Any such tract may consist of one or more contiguous lots or parts or any parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "Association" shall mean the Bradford Falls Homes Association, a Kansas not-for-profit corporation.

The term "public places" as used herein shall be deemed to mean all streets.

The term "owners" as herein used shall mean those persons or corporations who may from time to time own the land within the district.

III. PERSONS BOUND BY THESE RESTRICTIONS

Those who execute this instrument and all persons and corporations who or which may own or shall hereafter acquire any interest in the above-described lots and land -hereby restricted shall be taken to hold and agree and covenant with the owners of said lots and land, and with their successors and assigns, conform to and observe the following covenants, restrictions, stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2015, provided, however, that each of said restrictions shall be renewable or amended in the manner hereinafter set forth.

The covenants are to run with the land and shall be binding on all owners within this subdivision and their grantees, heirs and assigns and all persons claiming under them until December 31, 2015, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owners of the fee title to the majority of said lots shall by resolution at a special meeting called for that purpose upon mailed notices to all such owners, release, change, amend or alter any or all of the said restrictions, to be effective at the end of any such twenty (20) year period. Such release, change, amendment or alteration shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of Johnson County, Kansas within two (2) years prior to the expiration of said twenty (20) year period. Provided, this document may be amended at any time upon the affirmative vote of

ninety percent (90%) of the owners of the fee title to said lots, and if it at that time owns one or more lots or tracts. Such amendment shall be in writing, shall be signed and acknowledged by the owners of the lots agreeing thereto, and shall be filed with the Register of Deeds of Johnson County, Kansas. The following restrictions or protective covenants shall be kept by all persons owning, occupying or using said lots and land and may be enforced by injunction, mandatory or otherwise; the Association may recover its costs and reasonable attorneys' fees in connection with such proceedings.

In the event any of the restrictions herein become, in the opinion of the Association, obsolete or unlawful due to technological advancements or a change in the law, the Association may file a Declaratory Judgment action in the District Court of Johnson County, Kansas, seeking a determination of such obsolescence or illegality; the ruling of the Court shall be final and binding, and this Declaration shall be automatically amended to be consistent with such ruling.

If any party hereto, or any of its grantees or assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate in BRADFORD FALLS to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants and either prevent him, her, it or them from so doing or to recover damages for such violation.

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.

The Architectural Control Committee will be composed of the Board of Directors of the BRADFORD FALLS HOMES ASSOCIATION ("Board of Directors"), or a subcommittee designated by it. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall establish rules and regulations pertaining to the filing of plans, hearings, notice and other procedures, subject to review by the Board of Directors.

The Architectural Control Committee shall have control over completed homes in Bradford Falls at or after the recording of this Declaration, which shall include but is not limited to exterior and trim color on homes, and any changes from original exterior and/or trim color shall require the approval of the Architectural Control Committee.

IV. CODES

1. No building, structure, appurtenance or improvement of any type shall be erected, placed or altered on any lot until construction plans and specifications, including a plan showing location on the lot, have been approved by the Architectural Control Committee. The Architectural Control Committee shall have the absolute discretion to approve or disapprove such plans. Any person aggrieved by the decision of the Architectural Control Committee shall have such right of appeal as may be set forth in the By-Laws of the Bradford Falls Home Owners Association or the rules and regulations established from time to time by the Board of Directors of said Association.
2. Permanent landscaping objects, including retaining walls or hedges must be approved by the Architectural Control Committee.

3. No fencing shall be permitted upon any of the lots without prior approval of the Architectural Control Committee. Four-foot cedar equivalent fencing is preferred. Coordination with existing fencing is an important consideration in the approval process. No animal pens or runs shall be permitted without approval of the Architectural Control Committee.
4. All houses shall have external driveways consisting exclusively of properly constructed concrete surfaces; all lots, regardless of house location thereon, shall be fully sodded, unless an exception is granted by the Architectural Control Committee for special circumstances, which may include but is not limited to, soil, lighting or topographical conditions that would make sodding impractical or unreasonably expensive; and provided further that no duty to clear any tract of trees, bushes, shrubs or natural growths which are kept reasonably attractive shall be implied.
5. No trailer, basement, tent, shack, garage, barn or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of temporary character be permitted.
6. Toys and recreational equipment should be removed from the street, driveway, front and side yards after use each day. Trash containers should not be placed on the street before 5 pm on the prior day of pickup, and not left past 8 pm on the day of pick up. Neighbors can help if the "time window" cannot be met.
7. All doors on garages shall be kept closed, except when opened for the purpose of parking or removal of motor vehicles.
8. Signs placed on Bradford Falls property must be approved by the Board. These areas are the islands and the Bradford Falls section of the pipeline.
9. No exterior holiday decorations may be erected or maintained on any of the lots except 30 days prior to the holiday and 2 weeks after.
10. Satellite dishes under one meter do not need approval. However, the ACC may require you to paint or move the dish and/or cabling if the dish is not aesthetically pleasing.
11. Any property owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool; no above ground or above grade swimming pools shall be permitted. No tennis courts shall be allowed unless constructed on common areas or areas owned by the Homes Association. Child pools must be drained and removed or under supervision at all times, unless in a fenced area.
12. No storage buildings shall be allowed without prior approval by the ACC. Any storage building without a concrete pad, siding or roofing not matching the house on the lot will not be approved.
13. Permanent basketball goals, either mounted on a home or garage or placed on a permanent pole may be erected only with the prior approval of the Architectural Control Committee. Basketball goals may not face the street or be placed on sidewalks or at the curbs. Small child goals are allowed but should be placed in the backyard at night.

14. No residence or lot or any portion thereof may be leased or rented for a period of less than six (6) months. All leases or rental agreements shall be in writing, and the owner of the lot shall be responsible for compliance by the renter or lessee of these restrictions and the rules and regulations of the Association. All rental contracts must be submitted to the board prior to use.
15. BFHA Common Land- This land belongs to all homeowners of BFHA. Structures of any kind, toys, recreational equipment, vehicles, tools, garden equipment, etc... are not permitted to be located, operated, nor stored/parked on said land. Disposal of non-vegetative items is strictly prohibited. Disposal of small trees, branches, brush, grass clippings, etc. is not permitted. Gardens are not permitted to be established without BFHA Board approval. Trees and bushes must not be cut down unless dead or diseased, and require Board approval. It is not permitted to hunt or trap animals and birds in our common areas and pipeline.
16. All single story residences shall have a total finished ground floor area of not less than 1,600 square feet; all two story residences shall have a finished ground floor area of not less than 900 square feet and a total finished floor area of 1800 square feet; all one and one-half story residences shall have a finished ground floor of not less than 1,400 square feet and a total finished floor area of 1,800 square feet.
17. The roofs of all residences shall be composite, in weathered wood color; no deviations from this product shall be permitted on roofs, either at the time of original construction or in subsequent repair or replacement, unless an exception is granted by the Architectural Control Committee.
18. It is agreed that if the owner of any vacant lot fails or refuses to cut weeds or brush from the cleared portions of the property, then the Architectural Control Committee shall have authorization to do so and the cost thereof may be taxed as a lien against the property.