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ORIGINAL COMPARED WITH RECORD

STATE OF KANSAS  
COUNTY OF JOHNSON  
FILED FOR RECORD

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DECLARATION OF RESTRICTIONS

RURIE H. SCOTT  
REGISTER OF DEEDS  
BY \_\_\_\_\_ DEP.

(AFFECTING BLOCKS 1 THRU 5, BOTH INCLUSIVE, BRADFORD PLACE)

WHEREAS, OAK PARK LANDCO, INC., a Kansas corporation, its business address is 310 Ward Parkway, Kansas City, Missouri, authorized to transact business in the State of Kansas, has heretofore executed a plat of Blocks 1 thru 5, both inclusive, BRADFORD PLACE, which plat was recorded on September 28, 1982, under Document No. 1378384 in Book 52 of Plats, at Page 12, in the office of the Register of Deeds of Johnson County, Kansas, and said Company has heretofore dedicated to the public the streets, roads, terraces and lane for street purposes as shown on said plat; and

WHEREAS, OAK PARK LANDCO, INC. is the owner of all of the lots shown on the aforesaid plat of BRADFORD PLACE and now desires to place certain restrictions on said lots owned by it, which restrictions shall be for the use and benefit of the present owner thereof and its future grantees.

NOW, THEREFORE, in consideration of the premises, OAK PARK LANDCO, INC., for itself and for its successors and assigns, and for its future grantees, hereby declares that Lots 1 to 9, both inclusive, Block 1; Lots 1 to 34, both inclusive, Block 2; Lots 1 to 19, both inclusive, Block 3; Lots 1 to 10, both inclusive, Block 4; and Lot 1, Block 5, of BRADFORD PLACE as shown on the aforesaid plat shall be and are hereby restricted as to their use in the manner hereinafter set forth.

DEFINITION OF TERMS USED.

For the purpose of these restrictions, the word "street" shall mean any street, lane, terrace and road of whatever name, which is shown on said plat of BRADFORD PLACE.

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 or as set forth in the individual deeds from Oak Park Landco, Inc. or from its successors and assigns. A corner lot shall be deemed to be any lot as platted or any tract of land as conveyed having a front street and a side street contiguous to it. The street upon which the lot or part thereof fronts, as hereinafter provided, shall be deemed to be the front street, and any side street shall be deemed such that intersects with a front street, and any other street shall be deemed a back street if it is in a generally opposite and parallel position to the front street of the same lot or part thereof.

PERSONS BOUND BY THESE RESTRICTIONS.

All persons and corporations who now own or shall hereafter acquire any interest in the above enumerated lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on January 1, 2007, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION 1. USE OF LAND.

None of said lots may be improved, used or occupied for other than private residence purposes, and no flat nor apartment house, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of said lots shall be designed for occupancy by a single family, provided that these restrictions shall not prevent the Oak Park Landco, Inc., or others authorized by it in writing, from erecting and maintaining temporary buildings, residential sales offices, model homes or exhibition homes during the development of BRADFORD PLACE.

SECTION 2. FRONTAGE OF LOTS.

For the purpose of these restrictions, the following lots or part or parts thereof, as indicated in this Section, shall be deemed to front on the streets designated, as follows:

In Block 1:

Lots 1 to 9, both inclusive, on 121st Terrace.

In Block 2:

Lots 1 to 5, both inclusive, on 121st Terrace.  
Lot 6, on both 121st Terrace and Pawnee Lane.  
Lots 7 to 19, both inclusive, on 122nd Street.  
Lots 20 to 28, both inclusive, on 122nd Terrace.  
Lots 29 to 34, both inclusive, on Mohawk Road.

In Block 3:

Lots 1 to 2, both inclusive, on 121st Terrace.  
Lots 3 to 11, both inclusive, on Pawnee Lane.  
Lots 12 to 19, both inclusive, on Wenonga Road.

In Block 4:

Lots 1 to 10, both inclusive, on Wenonga Road.

In Block 5:

Lot 1, on 121st Terrace.

SECTION 3. FRONTAGE OF RESIDENCES ON STREETS.

Any residence erected wholly or partially on any of the following lots, or on any part or parts thereof, as indicated in this section, shall front or present a good frontage on the street or streets designated, and for this purpose as applied to all inside lots it shall mean that the residence shall front on the street designated, and on any corner lot it shall mean that the residence shall front or present a good frontage on the street or streets designated, as follows:

In Block 1:

On Lot 1, on both 121st Terrace and Mission Road.  
On Lots 2 to 8, both inclusive, on 121st Terrace.  
On Lot 9, on both 121st Terrace and Wenonga Road.

In Block 2:

On Lot 1, on both 121st Terrace and Mission Road.  
On Lots 2 to 5, both inclusive, on 121st Terrace.  
On Lot 6, on both 121st Terrace and Pawnee Lane.  
On Lot 7, on both 122nd Street and Pawnee Lane.  
On Lots 8 to 18, both inclusive, on 122nd Street.  
On Lot 19, on both 122nd Street and Pawnee Lane.  
On Lot 20, on both 122nd Terrace and Pawnee Lane.  
On Lots 21 to 27, both inclusive, on 122nd Terrace.  
On Lot 28, on both 122nd Terrace and Pawnee Lane.  
On Lot 29, on both Mohawk Road and 123rd Street.  
On Lots 30 to 33, on Mohawk Road.  
On Lot 34, on both Mohawk Road and 123rd Street.

In Block 3:

On Lot 1, on both 121st Terrace and Wenonga Road.  
On Lot 2, on 121st Terrace.  
On Lot 3, on both Pawnee Lane and 121st Terrace.  
On Lots 4 to 10, both inclusive, on Pawnee Lane.  
On Lot 11, on both Pawnee Lane and 123rd Street.  
On Lot 12, on both Wenonga Road and 123rd Street.  
On Lots 13 to 19, both inclusive, on Wenonga Road.

In Block 4:

On Lot 1, on both Wenonga Road and 121st Terrace.  
On Lots 2 to 9, both inclusive, on Wenonga Road.  
On Lot 10, on both Wenonga Road and 123rd Street.

In Block 5:

On Lot 1, on both 121st Terrace and Wenonga Road.

It is provided, however, that if any part less than the whole of any corner lot is acquired by the owner of an inside lot contiguous to said corner lot, then, as to the part of such corner lot so acquired, the provisions hereof requiring a residence erected on a corner lot to front or present a good frontage on two or more streets shall not be operative, but the part of the corner lot so acquired shall be deemed to be a part of the inside lot to which it is contiguous, as to the restrictions governing the frontage of the residence on the street, and said part of any such corner lot so acquired shall be subject to the restrictions applicable to the inside lot.

SECTION 4. PERMITTED HEIGHT OF RESIDENCES.

Any residence erected on any of said lots shall not be more than two stories in height, provided, that a residence more than two stories in height may be erected on any of said lots with the consent in writing of Oak Park Landco, Inc.

SECTION 5. REQUIRED SIZE OF RESIDENCES.

Any residence one story in height erected on any of said Lots 1 to 9, both inclusive, Block 1, and Lots 1 to 19, both inclusive, Block 2, shall contain a minimum of 2,000 square feet of enclosed floor area. Any residence one and one-half stories in height erected on any of Lots 1 to 9, both inclusive, Block 1, and Lots 1 to 19, both inclusive, Block 2, shall contain a minimum of 2,000 square feet of enclosed floor area, all of which area shall be on the first floor. Any residence two stories in height erected on any of Lots 1 to 9, both inclusive, Block 1, and Lots 1 to 19, both inclusive, Block 2, shall contain a minimum of 2,400 square feet of enclosed floor area, of which at least 1,600 square feet shall be on the first floor.

Any residence one story in height erected on any of said Lots 20

to 34, both inclusive, Block 2, and Lots 1 to 19, both inclusive, Block 3, and Lots 1 to 10, both inclusive, Block 4, and Lot 1, Block 5, shall contain a minimum of 1,800 square feet of enclosed floor area. Any residence one and one-half stories in height erected on any of said Lots 20 to 34, both inclusive, Block 2, and Lots 1 to 19, both inclusive, Block 3, and Lots 1 to 10, both inclusive, Block 4, and Lot 1, Block 5, shall contain a minimum of 1,800 square feet of enclosed floor area, all of which area shall be on the first floor. Any residence two stories in height erected on any of Lots 20 to 34, both inclusive, Block 2, and Lots 1 to 19, both inclusive, Block 3, and Lots 1 to 10, both inclusive, Block 4, and Lot 1, Block 5, shall contain a minimum of 2,000 square feet of enclosed floor area, of which at least 1,350 square feet shall be on the first floor.

The words "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floors of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence, and shall not mean or include any areas in basement, garages, porches or attic. Oak Park Landco, Inc. shall have and hereby reserves the right to reduce the floor area requirements set forth above, provided the total reduction for any one residence may not exceed 15 percent of such minimum floor area requirements for such residence, and provided further that written approval of any such reduction is obtained from the City of Leawood.

#### SECTION 6. LOT AREA REQUIRED

No residence may be erected or maintained on any lot, or on any part or parts thereof, which makes provision for less than 12,000 square feet of lot area, without the prior written consent of Oak Park Landco, Inc. and the City of Leawood.

#### SECTION 7. GROUND FRONTAGE REQUIRED

Any residence erected or maintained on any of said Lots 1 to 9, both inclusive, Block 1, and Lots 1 to 11, both inclusive, and Lots 14 to 19, both inclusive, all in Block 2, or on any part or parts thereof, shall have appurtenant thereto, not occupied by any other residence, at least 120 feet of frontage of ground fronting on the street upon which the lot or part or parts thereof fronts. Any residence erected or

maintained on any of said Lots 12 and 13, Block 2, or on any part or parts thereof, shall have appurtenant thereto, not occupied by any other residence, at least 114 feet of frontage of ground fronting on the street upon which the lot or part or parts thereof fronts. Any residence erected or maintained on any of said Lots 20 to 34, both inclusive, Block 2, and any of said Lots 1 to 19, both inclusive, Block 3, and Lots 1 to 10, both inclusive, Block 4, and Lot 1, Block 5, or on any part or parts thereof, shall have appurtenant thereto, not occupied by any other residence, at least 100 feet of frontage of ground fronting on the street upon which the lot or part or parts thereof fronts. The required frontage herein specified is to be measured in all cases along the front building line of the lot as shown on the aforesaid plat, or as established by Oak Park Landco, Inc., or by the City of Leawood, or on such front building line produced to the side lines of the lot, whichever is of greater length.

It is provided, however, that Oak Park Landco, Inc. shall have and does hereby reserve the right in the sale and conveyance of any of said lots to reduce the required frontage to be used with any residence on any lot, and may at any time thereafter, with the consent in writing of the then record owner of the fee simple title to any such lot, change any such required frontage as herein provided for, or which may in such sale and conveyance be established by it; provided, however, that no change may be made at any time which will reduce the required frontage of land to be used and maintained with any residence that may be erected thereon, more than 10 feet below the minimum number of feet required for each residence as set forth above; provided, further, that consent for reduction of said required frontage below 100 feet measured on the front building line of the lot shall also be obtained from the City of Leawood.

SECTION 8. SETBACK OF RESIDENCES FROM STREETS.

No part of any residence, except as hereinafter provided, may be erected or maintained on any of said lots nearer to the front street or the side street than is the applicable building line shown on said plat of Bradford Place on the lot or lots on which such residence is erected, provided that Oak Park Landco, Inc. shall have and does hereby reserve the right in the sale and conveyance of any of said lots to change any building line shown thereon, and may at any time thereafter

with the consent in writing of the then record owner of the fee simple title to any lot change any building line that is shown on said plat on such lot, or which may be established by it in a sale or conveyance, provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence on any lot more than 10 feet nearer to the front street or 5 feet nearer to the side street than is the applicable building line shown on said plat on such lot. Reference is made herein to building lines for the purpose of determining the location of any residence with reference to the adjoining street or streets, and in case of relocation of any of said streets, changes may be made by Oak Park Landco, Inc. in any of said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets than are the building lines shown on said plat with reference to the present location of said streets, and provided, further, that Oak Park Landco, Inc. shall have and does hereby reserve the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on said plat, and further provided that the widening of any of said streets shall not, for the purpose of these restrictions, be deemed a relocation of such streets.

The rights hereinabove reserved to Oak Park Landco, Inc. to change the location of the building lines shown on said plat shall be exercised only after the proposed change shall have been approved by the City of Leawood.

Those parts of the residence which may project to the front or side of and be nearer to the front streets and the side streets than the front building lines and the side building lines shown on said plat, and the distance which each may project, are as follows:

(a) Window Projections: Bay, bow or oriel, dormer and other projecting windows and stairway landings not exceeding one story in height may project beyond the front building lines and side building lines not to exceed 3 feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grille work, trellises and other similar projections, and any other projections for purely ornamental purposes, may project

beyond the front building lines and the side building lines not to exceed 4 feet.

(c) Vestibule Projections: Any vestibule not more than one story in height may project beyond the front building lines and the side building lines not to exceed 5 feet.

(d) Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building lines not to exceed 6 feet; or corner lots unenclosed, covered porches, balconies and porte cocheres may project beyond the side building lines not to exceed 6 feet.

SECTION 9. FREE SPACE REQUIRED.

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, erected or maintained on any of said lots shall not occupy more than 70 percent of the width of the lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plat or as established by Oak Park Landco, Inc. in the conveyance of such lot, or on such front building line produced to the side lines of the lot, whichever line is of greater length; and the main body of any such residence (as defined above) shall be set forth at least 15 feet from both of the side lines of the lot on which such residence is erected.

It is provided, however, that the maximum width of any residence which may be erected on any of the said lots may, with the consent in writing of Oak Park Landco, Inc., be increased by not to exceed 10 per cent of the width of any such lot, measured as above provided. It is further provided that the required setback from the side lines of the lot as herein provided may, with the consent in writing of both Oak Park Landco, Inc. and the City of Leawood, be reduced by not to exceed  $33 \frac{1}{3}$  per cent of the amount of such required setback; provided, however, that this reservation shall in no way whatsoever affect the provision relative to the change in said building lines as set forth in Section 8 herein.

In case the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required

frontage and the provisions of this Section shall be construed accordingly, and if any residence of the maximum width is built or maintained on any such lot, then thereafter the frontage used may not be reduced on any such lot as long as said residence is maintained thereon, and the same provision shall apply as to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by the conveyance of a part of the lot, provided (i) that it be not reduced below the minimum number of feet required with any residence of a width that might be then erected thereon, based on the provisions of this Section, (ii) that in no case may it be reduced below the minimum required frontage specified by Section 7 hereof, and (iii) that such reduction does not reduce the lot area below the minimum area specified in Section 6 hereof.

SECTION 10. OUTBUILDINGS PROHIBITED.

No outbuilding or other detached structure appurtenant to the residence may be erected on any of said lots without the consent in writing of Oak Park Landco, Inc.

SECTION 11. OVERHEAD WIRES PROHIBITED.

No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any of said lots without the consent in writing of Oak Park Landco, Inc.

SECTION 12. PARKING PROHIBITED.

No truck, bus, trailer, commercial or recreational vehicle, motorcycle, boat or other apparatus except passenger automobiles shall be kept, stored or maintained on any of said lots except in a fully enclosed garage, without the consent in writing of Oak Park Landco, Inc.

SECTION 13. OUTSIDE ANTENNA PROHIBITED.

No radio or television transmitting or receiving antenna or other related communication equipment may be erected or maintained outside of any residence on any of said lots without the consent in writing of Oak Park Landco, Inc.

SECTION 14. PERGOLAS PROHIBITED.

No pergolas or any detached structure for purely ornamental purposes, may be erected on any part of any of said lots without the

consent in writing of Oak Park Landco, Inc.

SECTION 15. OIL TANKS PROHIBITED.

No tank for the storage of fuel may be maintained above the surface of the ground on any of said lots without the consent in writing of Oak Park Landco, Inc.

SECTION 16. LIVESTOCK AND POULTRY PROHIBITED.

No livestock or poultry may be kept or maintained upon any of said lots without the consent in writing of Oak Park Landco, Inc.

SECTION 17. BILLBOARDS PROHIBITED.

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of said lots without the consent in writing of Oak Park Landco, Inc.; 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, which advertising board shall not be more than 5 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 18. CERTAIN FENCES PROHIBITED.

No fences of any kind may be erected or maintained on, along, or parallel to the westerly property line of Lot 1, Block 1, and Lots 1, 12, 13, 32, 33, and 34, all inclusive, Block 2, nor on, along, or parallel to the southerly property line of Lots 34, 29, 25, 26, 27, and 28, all inclusive, Block 2, and Lots 11 and 12, Block 3, and Lot 10, Block 4, and no fences of any kind may be erected or maintained within the Variable "Nature Preserve" and Drainage Easement at the rear of Lots 1 to 12, both inclusive, Block 2, without the consent in writing of Oak Park Landco, Inc.

SECTION 19. SOLAR COLLECTORS PROHIBITED.

No solar collectors of any kind or type may be erected or maintained upon any of said lots or any residences thereon without the consent in writing of Oak Park Landco, Inc.

SECTION 20. DURATION OF RESTRICTIONS.

Each of the restrictions herein set forth shall continue and be binding upon Oak Park Landco, Inc. and upon its successors and assigns, until January 1, 2007, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided,

however, that the owners of the fee simple title to more than 50 per cent of the front feet of all of the lots hereby restricted, as shown on the aforesaid plat of Bradford Place, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on January 1, 2007, or at the end of any successive twenty-five (25) 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, prior to January 1, 2002, or at least five (5) years prior to the expiration of any successive twenty-five (25) year period after January 1, 2007.

SECTION 21. RIGHT TO ENFORCE.

The restrictions herein set forth shall run with the land and bind the present owner, and 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 lots hereby restricted and with its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land; and Oak Park Landco, Inc., its successors and assigns, and also the owner or owners of any of the lots hereby restricted, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages; and failure of Oak Park Landco, Inc., (a subsidiary of J. C. Nichols Company, a Missouri corporation) its successors or assigns, or if any owner or owners of any lot or lots in this subdivision, 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 thereafter. Oak Park Landco, Inc. may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation any or all of the rights, reservations and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights, or any one

