

ARMOUR FIELDS

Plat

Block 1-7 Inclusive

Filed June 26, 1923.
Plat Book B 21, Page 41.
No. A-127092

This is a subdivision of all that part of Southeast $\frac{1}{4}$ of Section 6, Township 48, Range 33 in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point in the East line 66.45 feet North of the Southeast corner of said quarter Section; thence in a Southwesterly direction 717.29 feet to a point in the South line 714.95 feet West of the Southeast corner of said quarter Section, thence West along the South line of said quarter Section 983.42 feet; thence in a Northwesterly direction along a line that makes a Northwest angle of 80 degrees 10 minutes from the South line of said quarter Section a distance of 113.77 feet; thence along a curve to the right from the last described course as a tangent the radius of which is 2825 feet a distance of 780.67 feet; thence in a Northeasterly direction tangent to the last described curve a distance of 103.08 feet; thence along a curve to the left from the last described course as a tangent, the radius of which is 1725 feet a distance of 204.35 feet; thence Northerly along a line tangent to the last described curve a distance of 24.02 feet to the Southwest corner of Greenway Fields, reference being had to plat of same on file in the office of the Recorder of Deeds for Jackson County, Missouri; thence East along the South line of said Greenway Fields 878 feet to the Northwest corner of a tract of land owned by the School District of Kansas City, Missouri; thence South along the West line of the Tract owned by said School District 782.25 feet to the Southwest corner of said tract; thence East along the South line of the tract owned by said School District 830.31 feet to the Southeast corner of said tract which point is 461.79 feet North of the Southeast corner of said quarter Section; thence South along the East line of said quarter Section 395.34 feet to the point of beginning.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on this plat, which subdivision and plat shall hereafter be known as "Armour Fields".

The tract of land designated on this plat by the word "Park" is hereby dedicated to the Public for Park purposes.

The streets shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

An easement or license to Kansas City to locate, construct and maintain or authorize the location, construction and maintenance of conduits, poles and wires, water, gas and sewer pipes or all or any of them upon, over and under the strips of land designated on this plat as Right of Way is hereby granted.

The J. C. Nichols Investment Company, do further consent that Kansas City may in the ordinance approving this plat or at any time hereafter, by ordinance, prohibit the construction and maintenance of bill-boards or advertising boards or structures for the posting, painting or printing of advertisements on property within the limits of this addition and for itself, its successors and assigns, it hereby waives all damages or remuneration, on account of such prohibition, provided, however, that such ordinance shall only prohibit bill boards or advertising boards or structures exceeding ten (10) square feet in size.

In Testimony Whereof The J. C. Nichols Investment Company has caused these presents to be signed by its Vice President, attested by its Secretary, and its corporate seal to be hereto affixed.

THE J. C. NICHOLS INVESTMENT COMPANY.
(Seal) By: J. C. TAYLOR, Vice President.

Attest: MAX F. STONE, Secretary.

State of Missouri, County of Jackson—ss.

On this 15th day of June, 1923, before me personally appeared J. C. Taylor, who being by me duly sworn did say that he is the Vice President of The J. C. Nichols Investment Company, and that the seal affixed to this instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J. C. Taylor further acknowledged said instrument to be the free act and deed of said corporation.

Attest hand and notarial seal.
F. A. GUY, Notary Public,
(L. S.) in and for Jackson County, Mo.
My commission expires February 25, 1926.

This is to certify that the within plat was submitted to and approved by the Common Council of Kansas City, by Ordinance No. 45710 duly passed and approved by the Mayor June 23, 1923.

MICHAEL J. PENDERGAST,
(Seal) City Clerk.
By: WM. E. KEHOE, Deputy.

All grades of streets shown on this plat have been established previously.

ROBERT W. WADDELL,
City Engineer.

Approved City Plan Commission.
HERBERT V. JONES, Chairman.
ERNEST TUCKER, Secretary.

Approved June 15, 1923
BOARD OF PUBLIC WORKS.
THOMAS PHILLIPS, President.
F. E. McCABE, Secretary.
Entry No. 45852.

DECLARATION OF RESTRICTIONS
AFFECTING ARMOUR FIELDS
An Addition to Kansas City, Missouri
Block 1-7 Inclusive

Dated August 9th, 1923.
 Filed August 14th, 1923.
 Book B 2383, Page 610.
 No. A-133629.

WHEREAS, The J. C. Nichols Investment Company, a corporation, having heretofore executed a plat of Armour Fields, which plat was recorded on the 26th day of June 1923, in Book 21 of Plats at Page 41 in the office of the Recorder of Deeds of Jackson County, Missouri, and having heretofore dedicated to the public all of the streets, roads, terraces and parks for street or park purposes; respectively, as are shown thereon, now desires to place restrictions on certain of said lots for the use and benefit of the present owner, and for its future grantees.

NOW THEREFORE, in consideration of the premises, The J. C. Nichols Investment Company for itself and for its successors and assigns and for its and their future grantees, hereby agrees that all of said lots in Armour Fields, 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, terrace, road or avenue of whatever name, which is shown on the recorded plat of Armour Fields, and which has been heretofore dedicated to the public for the purposes of a public street or for park purposes.

The word "outbuilding" shall mean an inclosed, 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 The J. C. Nichols Investment Company, or from its successors and assigns. 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, as hereinafter provided, shall be deemed to be a front street; any other street contiguous to any such lot shall be deemed to be a side street.

Persons Bound by These Restrictions

All persons and corporations who now own or

shall hereafter acquire any interest in any of the lots in Armour Fields, shall be taken and held to agree and covenant with the owner of the lots shown on said plat, 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 twenty five years from January 1, 1922, provided however, that each of said restrictions, shall be renewable in the manner hereinafter set forth.

SECTION ONE

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, though intended for residence purposes may be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family. It is specifically provided, however, that lot one in block five may be used for church purposes, together with the erection thereon of such appurtenant buildings as are ordinarily built with churches.

SECTION TWO

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 11, both inclusive on Pennsylvania Avenue, Lots 12 to 21 both inclusive on Jefferson Street.

IN BLOCK 2.

Lots 1 to 10 both inclusive on Jefferson Street; Lots 11 to 20 both inclusive on Summit Street.

IN BLOCK 3.

Lots 1 to 10 both inclusive on Summit Street; Lots 11 to 18 both inclusive on Valley Road.

IN BLOCK 4.

Lots 1 to 11 both inclusive on 66th Street Terrace; Lots 12 to 22 both inclusive on 67th Street.

IN BLOCK 5.

The North 110 feet of Lot 1 and all of Lots 2 to 10 both inclusive on 66th Street Terrace; all of Lots 11 to 19 both inclusive and the South 110 feet of Lot 1 on 67th Street.

IN BLOCK 6.

Lots 1 to 11 both inclusive on 67th Street.

IN BLOCK 7.

Lots 1 to 11 both inclusive on 67th Street.

SECTION THREE

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 lots, it shall front or present a good frontage on the streets designated as follows:

IN BLOCK 1.

On Lot 1 on both Pennsylvania Avenue and 65th Street. On Lots 2 to 10 both inclusive on Pennsylvania Avenue. On Lot 11 on both Pennsylvania Avenue and 66th Street Terrace; on Lot 12 on both Jefferson Street and 66th Street Terrace; on Lots 13 to 20 both inclusive on Jefferson Street; On Lot 21 on both Jefferson Street and 65th Street.

IN BLOCK 2.

On Lot 1 on both Jefferson Street and 65th Street; on Lots 2 to 9 both inclusive on Jefferson Street; on Lot 10 on both Jefferson Street and 66th Street Terrace; On Lot 11 on both Summit Street and 66th Street Terrace, On Lots 12 to 19 both inclusive on Summit Street; on Lot 20 on both Summit Street and 65th Street.

IN BLOCK 3.

On Lot 1 on both Summit Street and 65th Street; on Lots 2 to 9 both inclusive on Summit Street; On Lot 10 on both Summit Street and 66th Street Terrace; On Lot 11 on both Valley Road and 66th Street Terrace; On Lots 12 to 17 both inclusive on Valley Road; On Lot 18 on both Valley Road and 65th Street.

IN BLOCK 4.

On Lot 1 on both 66th Street Terrace and Pennsylvania Avenue; On Lots 2 to 10 both inclusive on 66th Street Terrace; On Lot 11 on both 66th Street Terrace and Valley Road; On Lot 12 on both 67th Street and Valley Road; On Lots 13 to 21 both inclusive on 67th Street; On Lot 22 on both 67th Street and Pennsylvania Avenue.

IN BLOCK 5.

On Lots 2 to 9 both inclusive on 66th Street Terrace; On Lot 10 on both 66th Street Terrace and Pennsylvania Avenue; On Lot 11 on both 67th Street and Pennsylvania Avenue; On Lots 12 to 19 both inclusive on 67th Street.

IN BLOCK 6.

On Lot 1 on both 67th Street and Wornall Road; On Lots 2 to 10 both inclusive on 67th Street; On Lot 11 on both 67th Street and Pennsylvania Avenue.

IN BLOCK 7.

On Lot 1 on both 67th Street and Pennsylvania

Avenue; On Lots 2 to 10 both inclusive on 67th Street; On Lot 11 on both 67th Street and Valley Road.

SECTION FOUR

Required Cost of Residences

Any residence erected wholly or partially on any of the following lots or part or parts thereof as indicated in this Section, shall cost not less than the sums designated as follows:

IN BLOCK 1.

On Lots 1 to 11 both inclusive \$7500.00. On Lots 12 to 21 both inclusive \$10,000.00.

IN BLOCK 2.

On Lots 1 to 20 both inclusive \$10,000.00.

IN BLOCK 3.

On Lots 1 to 10 both inclusive \$10,000.00. On Lots 11 to 18 both inclusive \$12,500.00.

IN BLOCK 4.

On Lots 1 to 10 both inclusive and on Lots 13 to 22 both inclusive, \$10,000.00. On Lots 11 and 12 \$12,500.00.

IN BLOCK 5.

On Lots 2 to 19 both inclusive \$7500.00.

IN BLOCK 6.

On Lots 1 to 11 both inclusive \$7500.00.

IN BLOCK 7.

On Lots 1 to 10 both inclusive \$10,000.00. On Lot 11 \$12,500.00.

SECTION 5.

Ground Frontage Required

Any residence erected on any of the following lots or part or parts thereof, as indicated in this Section, shall have appurtenant thereto not occupied by any other residence, at least the number of feet of ground fronting on the street upon which the lot, or parts or parts thereof, front as follows:

IN BLOCK 1.

On Lots 1 to 11 both inclusive 60 feet; On Lots 12 to 21 both inclusive 65 feet.

IN BLOCK 2.

On Lots 1 to 20 both inclusive 65 feet.

IN BLOCK 3.

On Lots 1 to 10 both inclusive 65 feet; On Lots 11 to 18 both inclusive 70 feet.

IN BLOCK 4.

On Lots 1 to 22 both inclusive 65 feet.

IN BLOCK 5.

On Lots 2 to 10 both inclusive 60 feet; On Lots 11 to 19 both inclusive 60 feet.

IN BLOCK 6.

On Lots 1 to 11 both inclusive 60 feet.

IN BLOCK 7.

On Lots 1 to 11 both inclusive 65 feet.

All measurements shall be on the front line of the lot. It is provided, however, that The J. C. Nichols Investment Company shall have, and does hereby reserve the right in the sale and conveyance of any of the said lots to reduce the required frontage to be used with any residence, on any lots, and it may, at any time thereafter, with the consent in writing of the then owner of the fee simple title to any such lot, change any such required frontage as is 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 which may be erected thereon, more than five feet below the minimum number of feet required for each residence, as set forth above.

SECTION 6.**Set-Back of Residences from Street**

(a) 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 front building line or the side building line shown on the plat of Armour Fields, on the lot, or lots on which such residence may be erected, provided however, that The J. C. Nichols Investment Company, shall have, and does hereby reserve the right in the sale and conveyance of any of said lots, to change any building lines shown thereon, and may, at any time thereafter with the consent in writing of the then record owners of the fee simple title to any such lot, change any such building line, which is shown on said plat, on such lot, or lots, 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 permit the erection or maintenance of any residence on any lot exclusive of those projections hereinafter set forth, more than ten feet nearer to the front street, or the side street, than is the front building line, or the side building line shown on said plat, on such lot or lots. Reference is made herein to front and side building lines, for the purpose of determining the location any residence with respect to the adjoining street, and in the case of the vacation, or relocation of any of said streets, changes may be made 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 this plat, with respect to the present location of said street; and provided further, that The J. C. Nichols Investment Company, shall have 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 of Armour Fields.

However—

(b) Those parts of the residence which may project to the front of and be nearer to the front 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:

(c) Window Projections:

Bay, bow, or oriel, dormer and other projecting windows and stairway landings, other than full two story or three story bay, bow or oriel windows, or stairway landings, may project beyond the front building lines, and the side building lines, not to exceed three feet.

(d) Miscellaneous Projections:

Cornices, spoutings, chimneys, brackets, pilasters, grill 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 four feet.

(e) 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 three feet.

(f) Porch Projections:

Unenclosed, uncovered, or covered porches, and balconies, porte cocheres, and terraces, may project beyond the front building lines not to exceed twelve feet; on corner lots, any unenclosed, uncovered or covered porches or balconies, porte cocheres and terraces may project beyond the side building lines not to exceed ten feet.

SECTION 7.**Free Space Required**

The main body of any residence, including attached garages, attached greenhouses, ells and porches, enclosed or unenclosed but exclusive of all other projections set forth above in Section 6, erected or maintained on any of the lots in this addition, shall not occupy more than 80% of the width of the lot on which it is erected, measured in each case, on the front building line, or the front building line produced to the side lines of the lot, whichever line is of greater length; and any such residence, exclusive of cornices, spoutings, brackets, pilasters, grill work, trellises and other similar projections and any other projections for purely ornamental purposes shall be set back at least four 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 said lots, may with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed 10% of the width of any such lot, measured as above provided. It is further provided, that the required set back from the side lines of the lot as herein provided, may, with the consent in writing of The J. C. Nichols Investment Company be reduced by not to exceed fifty per cent of the amount of such required set back; 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 6 herein. In any case where 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 so 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, that it not be reduced below the maximum number of feet required with any residence of a width that might then be erected thereon, based on the provisions of this Section; and provided further, that in no case may it be reduced below the required frontage herein specified by Section 5.

No tank for the storage of fuel may be maintained thereon above the surface of the ground, without the consent in writing of The J. C. Nichols Investment Company.

SECTION 8.

Outbuildings—Set-Back from Street

All outbuildings, except greenhouses, erected on any of said lots, shall correspond in style and architecture, to the residence to which they are appurtenant, and shall be of the same material as such residence. Any outbuildings, exclusive of those projections set forth in paragraphs "c" and "d" of Section 6, which are erected on any of said lots, shall be located wholly within 35 feet of the rear line of the lot on which they are erected, and on any corner lots, they shall, in addition to the above, be located wholly within 35 feet of that side of the lot farthest from the adjoining side street, provided however, that The J. C. Nichols Investment Company shall have, and does hereby reserve the right in the sale and conveyance of any lots shown on said plat, to change the required location of any such outbuildings, and may, at any time thereafter with the consent in writing, of the then record owners, of the fee simple title to any of the said lots, change any such required outbuilding location, or any location, in which may, in such sale or conveyance, be established by it; provided, further, however, that no change may be made at any time which will permit the erection or maintenance of any outbuildings on any of said lots, more than 20 feet nearer to the front street, or more than 15 feet nearer to the side street, than is provided for above. It is provided further that the provisions of Section 6, relative to the set back of residences from any new street location, shall apply with like force and effect to the provisions of this paragraph, with reference to the change in the required location of outbuildings.

SECTION 9.

Outbuildings—Free Space Required

Subject to the conditions hereinafter set forth,

no outbuildings, exclusive of greenhouses, and exclusive of those projections enumerated in paragraphs c and d, of Section 6, erected on any of said lots, shall occupy more than 50% of the width of the lot upon which said outbuildings are erected, measured along the rear line of said lot; provided, however, that in no case, shall the width of any such outbuildings, other than greenhouses, be more than 33 feet without the consent in writing of The J. C. Nichols Investment Company. In the case of more than one such outbuilding being erected on any lot, the combined width of such outbuildings shall not exceed the width provided for by this Section, for a single outbuilding; any greenhouse, exclusive of other outbuildings, may not exceed a maximum width of 20 feet, without the consent in writing of The J. C. Nichols Investment Company, provided, further that the combined width of greenhouses and other outbuildings, erected or maintained on any lot at any one time, may not exceed 60% of the width of the lot upon which they are erected, measured along the rear line thereof; it is further provided however, that the maximum combined width of such outbuildings may, with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed 10% of the width of the lot, measured along the rear line thereof; and provided further, that the width of any outbuilding, other than greenhouses, may with the consent in writing of The J. C. Nichols Investment Company, be increased by not to exceed 10% of the width of the lot upon which it is erected, measured along the rear line thereof. The provisions of Section 7, relative to the maximum width of the residence, which may be erected on any lot, having appurtenant thereto a greater frontage of ground than the required frontage and provisions for reducing such frontage shall apply with the same force and effect to outbuildings as to the residence to which such outbuildings are appurtenant.

Section 10. Ownership by Negroes Prohibited

"Repealed by Board of Directors under and pursuant to Senate Bill 168, 93rd General Assembly, 2005, signed by Governor of the State of Missouri on July 12, 2005, and codified as Sec. 213.041 RSMo, 2000, as amended 2005."

SECTION 11.

Pergola Building Line

No pergola, or any detached structure for purely ornamental purposes, may be erected on any part of any lot in front of a line 12 feet in front of the front building line, without the written consent of The J. C. Nichols Investment Company.

SECTION 12.

Duration of Restrictions

Each of the restrictions above set forth shall continue, and be binding upon The J. C. Nichols Investment Company and upon its successors and

assigns for a period of twenty-five years from January 1, 1922, and shall automatically be continued thereafter for successive periods of 25 years each; provided however, that the owners of the fee simple title to the majority of the front feet of the lots in this addition, may release all of the land hereby restricted from any one or more of said restrictions, at the end of this first twenty-five year period, or of any successive twenty-five year period thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing for such purposes, and filing the same for record in the office of the Recorder of Deeds, of Jackson County, Missouri, at least five years prior to the expiration of the first twenty-five year period, or of any twenty-five year period thereafter.

SECTION 13.

Right to Enforce

The restrictions herein set forth shall run with the land, and bind the present owner, 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 said lots, 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 of improvements thereon, but no restrictions 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 the owner or owners of any of the above land 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 action for damages, and the failure of The J. C. Nichols Investment Company or the owner or owners of any other lot or lots in this addition to enforce any of the re-

strictions 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. The J. C. Nichols Investment Company, may by appropriate agreement, assign or convey to any person or corporation, all of the rights, reservations and privileges herein reserved by it, and upon such agreement, assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer, or assign those rights or any one or more of them, at any time, or times, in the same way and manner, as though directly reserved by them, or it, in this instrument.

IN WITNESS WHEREOF, The J. C. Nichols Investment Company, has by authority of its Board of Directors, caused this instrument to be executed by its President, and its corporate seal to be hereto affixed this 9th day of August, 1923. (Corporate Seal)

The J. C. Nichols Investment Company.
By J. C. Nichols, President.

State of Missouri, County of Jackson—ss.

On this 9th day of August, 1923, before me appeared J. C. Nichols to me personally known, who being by me duly sworn, did say that he is the President of The J. C. Nichols Investment Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. C. Nichols acknowledged said instrument to be the free act and deed of said corporation.

Witness hand and notarial seal.

Commission expires February 25, 1926.

(L. S.) F. A. GUY, Notary Public.

The J. C. Nichols Investment
Company, a corporation.