

**Declaration of Restrictions Affecting Blocks 1 to 4, Inclusive, of  
Romanelli Gardens**

Dated May 11th, 1925.

Filed May 14th, 1925, at 3:06 P. M.

Book B-2563, Page 612, No. A-233866.

Whereas, The J. C. Nichols Investment Company, a corporation having heretofore executed a plat of Romanelli Gardens, which plat was recorded on the 6th day of May, 1925, in Book B-22 of plats under instrument No. A-232532 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 the said lots for the use and benefit of the present owners 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 Romanelli Gardens 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 Romanelli Gardens, 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 Romanelli Gardens 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 1st, 1922, provided however, that each of said restrictions, shall be renewable in the manner hereinafter set forth.

**Use of Land**

Section One. 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.

**Frontage of Lots**

Section Two. 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 One:

Lots one (1) to eleven (11) both inclusive on 67th Street Terrace.

In Block Two:

Lots one (1) to eleven (11) both inclusive on 67th Street Terrace. Lots twelve (12) to twenty-two (22) both inclusive on 68th Street.

In Block Three:

Lots one (1) to eleven (11) both inclusive on 68th Street. Lots twelve (12) to twenty-three (23) both inclusive on 68th Street Terrace.

In Block Four:

Lots one (1) to twelve (12) both inclusive on 68th Street Terrace. Lots thirteen (13) to twenty-three (23) both inclusive on 69th Street. Lot twenty-four (24) on Wornall Road.

**Frontage of Residences on Streets**

Section Three. 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 One:

On Lot 1 on both 67th Street Terrace and Wornall Road. On Lots 2 to 10 both inclusive on

67th Street Terrace. On Lot 11 on both 67th Street Terrace and Pennsylvania Avenue.

In Block Two:

On Lot 1 on both 67th Street Terrace and Wornall Road. On Lots 2 to 10 both inclusive on 67th Street Terrace. On Lot 11 on both 67th Street Terrace and Pennsylvania Avenue. On Lot 12 on both 68th Street and Pennsylvania Avenue. On Lots 13 to 21 both inclusive, on 68th Street. On Lot 22 on both 68th Street and Wornall Road.

In Block Three:

On Lot 1 on both 68th Street and Wornall Road. On Lots 2 to 10 both inclusive on 68th Street. On Lot 11 on both 68th Street and Pennsylvania Avenue. On Lot 12 on both 68th Street Terrace and Pennsylvania Avenue. On Lots 13 to 22 both inclusive on 68th Street Terrace. On Lot 23 on both 68th Street Terrace and Wornall Road.

In Block Four:

On Lot 1 on both 68th Street Terrace and Wornall Road. On Lots 2 to 11 both inclusive on 68th Street Terrace. On Lot 12 on both 68th Street Terrace and Pennsylvania Avenue. On Lot 13 on both 69th Street and Pennsylvania Avenue. On Lots 14 to 22 both inclusive on 69th Street. On Lot 23 on both 69th Street and Wornall Road. On Lot 24 on Wornall Road.

#### Required Cost of Residences

Section Four. 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 sum designated as follows:

On all of the lots in Blocks 1, 2 and 3 and on Lots 1 to 23 both inclusive in Block 4—\$10,000.00.

On Lot 24 in Block 4—\$7,500.00.

#### Ground Frontage Required

Section Five. 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 part or parts thereof front as follows:

On all of the Lots in Blocks 1, 2, 3, and 4, 60 feet. All measurements shall be on the front line of the lot, but may in addition thereto in the case of any corner lot, be along the front line produced to its point of intersection with the side line or side line produced of such 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 said lots to reduce the required frontage to be used with any residence on any lot, 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 further 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.

#### Set-Back of Residences From Street

(a) Section Six. 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 Romanelli Gardens, 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 of 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 Romanelli Gardens.

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

(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.

### Free Space Required

Section Seven. The main body of any residence, including attached garages, attached greenhouses, ellis 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 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 percent 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 minimum 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.

### Outbuildings Set-Back From Street

Section Eight. 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 the 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, 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 25 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.

### Outbuildings Free Space Required

Section Nine. 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 outbuilding 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 25 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 in 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 on Oct 14, 2005, under and pursuant to Senate Bill 168, 93rd General Assembly, 2005, signed by the Governor of the State of Missouri on July 12, 2005, and codified as Sec. 213.041 RSMo, 2000, as amended 2005."*

**Pergola Building Line**

Section Eleven. 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.

**Duration of Restrictions**

Section Twelve. 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 1st, 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.

**Right to Enforce**

Section Thirteen. 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 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 of any other lot or lots in this addition 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. 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 11th day of May, 1925.

(Corporate Seal)

THE J. C. NICHOLS INVESTMENT CO.

By: J. C. Nichols, President.

Here follows certificate of acknowledgment in usual form.

All of these lots are subject to the Armour Fields Homes Association agreement shown on page 231 of this book.