

Declaration of Restrictions Affecting Blocks 15 to 23, Inclusive, of Romanelli Gardens, Except Lots 19, 20, 21 and 22 in Block 22

Dated February 28, 1927.

Filed March 2nd, 1927, at 2:09 P.M.

Book B 2757, Page 220, No. A-330709.

WHEREAS, The J. C. Nichols Investment Company, a corporation having heretofore executed a plat of Romanelli Gardens, which plat was recorded on the 17th day of February 1927, in the office of the Recorder of Deeds of Jackson County, Missouri, under Recorder's document number 329373 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 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 except as hereinafter provided, 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, except those hereinafter specifically excluded, 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, and provided further that none of the restrictions herein or hereinafter set forth shall in any measure or manner whatsoever apply to or affect Lots 19, 20, 21 and 22 in Block 22.

Billboards May Be Prohibited

The J. C. Nichols Investment Company shall have the right to prohibit the erection or maintenance of billboards or advertising boards or structures on any of the lots in Romanelli Gardens.

Section One.

Use of Land

None of said lots herein restricted 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 thereon shall be designed for occupancy by a single family.

Any residence erected on any of the lots herein restricted shall be a full two story residence, provided, however, that a residence other than a full two story residence may be erected thereon with the consent in writing of The J. C. Nichols Investment Company.

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 Fifteen.

Lots 1 to 18, both inclusive, on 70th Street Terrace. Lots 19 to 36, both inclusive, on 71st Street.

In Block Sixteen.

Lots 1 to 12, both inclusive, on Dartmouth Road. Lots 13 to 18, both inclusive, on 70th Street. Lots 19 to 37, both inclusive, on 70th Street Terrace.

In Block Seventeen.

Lots 1 to 11, both inclusive, on 70th Street. Lots 12 to 20, both inclusive, on Dartmouth Road.

In Block Eighteen.

Lots 1 to 18, both inclusive, on Romany Road. Lots 19 to 38, both inclusive, on 70th Street.

In Block Nineteen.

Lots 1 to 14, both inclusive, on 69th Street Terrace. Lots 15 to 31, both inclusive, on Romany Road.

In Block Twenty.

Lot 1 on 69th Street or 69th Street Terrace or the roadway between 69th Street and 69th Street Terrace adjoining said Lot 1 on the East. Lots 2 to 9, both inclusive, on 69th Street. Lot 10 on

Valley Road. Lots 11 to 18, both inclusive, on 69th Street Terrace.

In Block Twenty-one.

Lots 1 to 10, both inclusive, on 68th Street Terrace. Lots 11 to 21, both inclusive, on 69th Street.

In Block Twenty-two.

Lots 1 to 8, both inclusive, on 67th Street Terrace. Lots 9 to 18, both inclusive, on 68th Street Terrace.

In Block Twenty-three.

Lots 12 to 21, both inclusive, on 67th Street Terrace.

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 Fifteen.

On Lot 1 on both 70th Street Terrace and Jefferson Street. On Lots 2 to 17, both inclusive, on 70th Street Terrace. On Lot 18 on both 70th Street Terrace and Valley Road. On Lot 19 on both Valley Road and 71st Street. On Lots 20 to 35, both inclusive, on 71st Street. On Lot 36 on both 71st Street and Jefferson Street.

In Block Sixteen.

On Lot 1 on both Jefferson Street and Dartmouth Road. On Lots 2 to 11, both inclusive, on Dartmouth Road. On Lot 12 on both Dartmouth Road and 70th Street. On Lots 13 to 17, both inclusive, on 70th Street. On Lot 18 on both 70th Street and Valley Road. On Lot 19 on both Valley Road and 70th Street Terrace. On Lots 20 to 36, both inclusive, on 70th Street Terrace. On Lot 37 on both 70th Street Terrace and Jefferson Street.

In Block Seventeen.

On Lot 1 on both 70th Street and the street adjoining said Lot 1 on the East. On Lots 2 to 10, both inclusive, on 70th Street. On Lot 11 on both 70th Street and Dartmouth Road. On Lots 12 to 19, both inclusive, on Dartmouth Road. On Lot 20 on both Dartmouth Road and the road adjoining said Lot 20 on the East.

In Block Eighteen.

On Lot 1 on both Romany Road and Pennsylvania Avenue. On Lots 2 to 17, both inclusive, on Romany Road. On Lot 18 on both Romany Road and Valley Road. On Lot 19 on both Valley Road and 70th Street. On Lots 20 to 37, both inclusive, on 70th Street. On Lot 38 on both 70th Street and Pennsylvania Avenue.

In Block Nineteen.

On Lot 1 on both 69th Street Terrace and Pennsylvania Avenue. On Lots 2 to 13, both inclusive, on 69th Street Terrace. On Lot 14 on both 69th Street Terrace and Valley Road. On Lot 15 on both Valley Road and Romany Road. On Lots 16 to 30, both inclusive, on Romany

Road. On Lot 31 on both Romany Road and Pennsylvania Avenue.

In Block Twenty.

On Lot 1 on both 69th Street and 69th Street Terrace and the street to the East of said Lot. On Lots 2 to 8, both inclusive, on 69th Street. On Lot 9 on both 69th Street and Valley Road. On Lot 10 on Valley Road. On Lot 11 on both Valley Road and 69th Street Terrace. On Lots 12 to 18, both inclusive, on 69th Street Terrace.

In Block Twenty-one.

On Lot 1 on both 68th Street Terrace and Pennsylvania Avenue. On Lots 2 to 9, both inclusive, on 68th Street Terrace. On Lot 10 on both 68th Street Terrace and Valley Road. On Lot 11 on both Valley Road and 69th Street. On Lots 12 to 20, both inclusive, on 69th Street. On Lot 21 on both 69th Street and Pennsylvania Avenue.

In Block Twenty-two.

On Lots 1 to 7, both inclusive, on 67th Street Terrace. On Lot 8 on both 67th Street Terrace and Valley Road. On Lot 9 on both Valley Road and 68th Street Terrace. On Lots 10 to 17, both inclusive, on 68th Street Terrace. On Lot 18 on both 68th Street Terrace and Pennsylvania Avenue.

In Block Twenty-three.

On Lot 12 on both Valley Road and 67th Street Terrace. On Lots 13 to 20, both inclusive, on 67th Street Terrace. On Lot 21 on both 67th Street Terrace and Pennsylvania Avenue.

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 sum designated as follows:

In Block Fifteen.

Lots 1 to 36, both inclusive, \$5,000.00.

In Block Sixteen.

Lots 1 to 18, both inclusive, \$7,500.00.

Lots 19 to 37, both inclusive, \$5,000.00.

In Block Seventeen.

Lots 1 to 20, both inclusive, \$7,500.00.

In Block Eighteen.

Lots 1 to 38, both inclusive, \$7,500.00.

In Block Nineteen.

Lots 1 to 14, both inclusive, \$10,000.00.

Lots 15 to 31, both inclusive, \$7,500.00.

In Block Twenty.

Lots 1 to 18, both inclusive, \$10,000.00.

In Block Twenty-one.

Lots 1 to 21, both inclusive, \$10,000.00.

In Block Twenty-two.

Lots 1 to 18, both inclusive, \$10,000.00.

In Block Twenty-three.

Lots 12 to 21, both inclusive, \$10,000.00.

Section Five.

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 oc-

cupied 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:

- In Block Fifteen.
On Lots 1 to 36, both inclusive, fifty feet.
- In Block Sixteen.
On Lots 1 to 37, both inclusive, fifty feet.
- In Block Seventeen.
On Lots 1 to 20, both inclusive, fifty feet.
- In Block Eighteen.
On Lots 1 to 38, both inclusive, fifty feet.
- In Block Nineteen.
On Lots 1 to 14, both inclusive, sixty feet. On
Lots 15 to 31, both inclusive, fifty feet.
- In Block Twenty.
On Lots 1 to 18, both inclusive, sixty feet.
- In Block Twenty-one.
On Lots 1 to 10, both inclusive, sixty-five feet.
On Lots 11 to 21, both inclusive, sixty feet.
- In Block Twenty-two.
On Lots 9 to 18, both inclusive, sixty-five feet.
On Lots 1 to 8, both inclusive, seventy feet.
- In Block Twenty-three.
On Lots 12 to 21, both inclusive, seventy 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 lot, and it may at any time hereafter 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 Six.

Set-Back of Residences from Streets

(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 said Blocks 15 to 23, inclusive, 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 line 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 lots, 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 (10) 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 line 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 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:

(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.** Uninclosed, 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 uninclosed, uncovered or covered porches or balconies, porte cocheres and terraces may project beyond the side building lines not to exceed ten feet. The J. C. Nichols Investment Company reserves the privilege to waive at its option any right to the enforcement of the zoning ordinance of Kansas City relative to location of residences with reference to adjoining streets, provided such residences comply in all respects to building line requirements herein provided for.

Section Seven.

Free Space Required

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, inclosed or uninclosed, but exclusive of all other projections set forth above in Section Six, erected or maintained on any of the lots in this addition, shall not occupy more than eighty per cent 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 ten per cent 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 Six 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 provisions 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 be not 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 Five, without the consent of The J. C. Nichols Investment Company. 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 Eight.

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. No outbuilding, or part or parts thereof, except those projections set forth in paragraphs "c" and "d" of Section Six, may be erected or maintained on any of the lots, or part or parts thereof, herein restricted, which is not wholly within thirty-five feet of the rear line of said lot, or part or parts thereof, upon which it is erected, without the written consent of The J. C. Nichols Investment Company; and in addition to

the above if erected on any corner lot no part or parts of said outbuilding may be erected or maintained thereon which is not wholly within thirty-five feet of that side of said lot farthest from the adjoining side street without the written consent of The J. C. Nichols Investment Company. It is provided further that the provisions of Section Six, 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 Nine.

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 Six, erected on any of said lots, which are herein restricted, shall occupy more than fifty per cent 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 thirty-three 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 twenty-five 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 sixty per cent 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 ten per cent 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 ten per cent of the width of the lot upon which it is erected, measured along the rear line thereof. The provisions in Section Seven, 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 Eleven.

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 twelve feet in front of the front building line, without the written consent of The J. C. Nichols Investment Company.

Section Twelve.

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 1st, 1922, and shall automatically be continued thereafter for successive periods of twenty-five 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, which are hereby restricted, 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 purpose, 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 this first twenty-five year period or of any twenty-five year period thereafter.

Section Thirteen.

Right to Enforce

The restrictions herein set forth shall run with the land hereby restricted 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 to observe said restrictions as to the use of said lots, and the construction of improvements 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 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 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 Vice-President in the absence of its President from the County and State, and its corporate seal to be hereto affixed this 28th day of February 1927.

(Corporate Seal)

THE J. C. NICHOLS INVESTMENT
COMPANY,

By J. C. Taylor, Vice-President.

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