# ROMANELLI GARDENS DECLARATION OF RESTRICTIONS

Blocks 32 to 40, Both Inclusive,

Dated July 8th, 1930. Filed July 9th, 1930, at 11:18 A. M. Book B 2978, Page 555. No. A-449078.

Whereas, The J. C. Nichols Investment Company, a corporation and others, having heretofore executed a plat of Romanelli Garheretofore executed a plat of Romanelli Gardens, which plat was recorded on the eighth day of July, 1930, in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, under Recorder's Document No. A-448914, and having heretofore dedicated to the public all of the streets roads terraces, parkways and parks for street or park purposes, respectively, as are shown thereon, now desire to place certain restrictions on said lots for the use and benefit of the pressaid lots for the use and benefit of the present owners and for its and their 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, and the other persons whose names are here-unto subscribed, for themselves and for their heirs and assigns, hereby agree 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 parkway of whatever name, which is shown on the recorded plat of Romanelli (Challet and Libitation and L Gardens, and which has been heretofore dedicated to the public for the purposes of a public street or for park or boulevard purposes.

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, 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; and 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 owners of the lots shown on said plat, and with its and their respective successors, heirs and assigns, to conform to and observe the following covenants, restrictions, and stipula-tions as to the use thereof, and the construction of residences and improvements thereon for a period of twenty-five years from January 1st, 1930, 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 or apartment house, though intended for residence purposes, may be erected thereon. Any residence erected or maintained thereon shall be designed for ocmaintained thereon shall be designed for oc-cupancy by a single family. Provided, how-ever, that it is expressly understood and agreed that Lots 8, 9, 10, 11, 12, 13, 14 and 15 in Block 32 or any part or parts thereof, may be used for church purposes, together with such appurtenant buildings as are ordi-narily built in connection with churches. Any residence erected on any of said lots shall be a full two story residence, provided, however. 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 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 32.

Lots 1 to 11, both inclusive, on 70th Street Terrace. Lots 12 to 22, both inclusive, on 71st Street Boulevard.

IN BLOCK 33

Lots 1 to 12, both inclusive, on 70th Street. Lots 13 to 23, both inclusive, on 70th Street Terrace.

IN BLOCK 34.

Lots 1 to 18, both inclusive, on Romany Road. Lots 14 to 26, both inclusive, on 70th Street.

IN BLOCK 35.

Lots 1 to 15, both inclusive, on 69th Street Terrace. Lots 16 to 30, both inclusive, on Romany Road.

IN BLOCK 36.

Lots 1, 2, and 3, on 69th Street. Lots 4 to 15, both inclusive, on Arno Road. Lots 16 to 30, both inclusive, on 69th Street Terrace. Lot 31, on both 69th Street Terrace and Valley Road. Lots 32 and 33 on Valley Road.

IN BLOCK 37.

Lots 1 to 9, both inclusive, on 69th Street. Lots 10 to 18, both inclusive, on Arno Road.

IN BLOCK 38.

Lots 1 to 9, both inclusive, on 68th Street Terrace. Lot 10 on 68th Street Terrace and/or the roadway immediately adjoining said lot. Lot 11 on 69th Street and/or the roadway immediately adjoining said lot. Lots 12 to 21, both inclusive, on 69th Street.

IN BLOCK 39.

Lots 1 to 13, both inclusive, on 67th Street Terrace. Lot 14, on Ward Parkway. Lots 15 to 26, both inclusive, on 68th Street Ter-

IN BLOCK 40.

Lots 1 to 12, both inclusive, on 67th Street 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, or parts thereof, as indicated in this Section, shall front or present a good frontage on the street or streets designated, and for this purposes 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 front or present a good frontage on the streets designated as follows:

On Lot 1, on both 70th Street Terrace and Valley Road. On Lots 2 to 10, both inclusive,

on 70th Street Terrace. On Lot 11, on both 70th Street Terrace and Ward Parkway. On Lot 12, on both 71st Street Boulevard and Ward Parkway. On Lots 13 to 21, both inclusive, on 71st Street Boulevard. On Lot 22, on both 71st Street Boulevard and Valley

#### IN BLOCK 33.

On Lot 1, on both 70th Street and Valley Road. On Lots 2 to 11, both inclusive, on 70th Street. On Lot 12, on both 70th Street and Ward Parkway. On Lot 13, on both 70th Street Terrace and Ward Parkway. On Lots 14 to 22, both inclusive, on 70th Street Terrace. On Lot 23, on both 70th Street Terrace and Valley Road.

#### IN BLOCK 34.

On Lot 1, on both Romany Road and Valley Road. On Lots 2 to 12, both inclusive, on Romany Road. On Lot 13, on both Romany Road and Ward Parkway. On Lot 14, on both 70th Street and Ward Parkway. On Lots 15 to 25, both inclusive, on 70th Street. On Lot 26, on both 70th Street and Valley Road. Road.

### IN BLOCK 35.

On Lot 1, on both 69th Street Terrace and Valley Road. On Lots 2 to 14, both inclusive, on 69th Street Terrace. On Lot 15, on both 69th Street Terrace and Ward Parkway. On Lot 16, on both Romany Road and Ward Parkway. On Lots 17 to 29, both inclusive, on Romany Road. On Lot 30, on both Romany Road and Valley Road. Road and Valley Road.

#### IN BLOCK 36.

On Lot 1, on both 69th Street and Valley Road. On Lot 2, on 69th Street. On Lot 3 on both 69th Street and Arno Road. On Lots 4 to 14, both inclusive, on Arno Road. On Lot 15, on both Arno Road and Ward Parkway. On Lot 16 on both 69th Street Terrace and Ward Parkway. On Lots 17 to 30, both inclusive, on 69th Street Terrace. On Lot 31, on 69th Street Terrace and/or Valley Road. On Lots 32 and 33 on Valley Road.

# IN BLOCK 37.

On Lot 1, on both 69th Street and Arno Road. On Lots 2 to 8, both inclusive, on 69th Street. On Lot 9, on both 69th Street and Ward Parkway. On Lot 10, on both Arno Road and Ward Parkway. On Lots 11 to 18, both inclusive, on Arno Road.

### IN BLOCK 38.

On Lot 1 on both 68th Street Terrace and Valley Road. On Lots 2 to 9, both inclusive, on 68th Street Terrace. On Lot 10 on 68th Street Terrace and/or the roadway immediately adjoining said lot. On Lot 11 on 69th Street and/or the roadway immediately adjoining said lot. On Lots 12 to 20, both inclusive, on 69th Street. On Lot 21 on both 69th Street and Valley Road.

#### IN BLOCK 39.

On Lot 1 on both 67th Street Terrace and Valley Road. On Lots 2 to 12, both inclusive, on 67th Street Terrace. On Lot 13 on both 67th Street Terrace and Ward Parkway. On Lot 14 on Ward Parkway. On Lot 15 on both 68th Street Terrace and Ward Parkway. On Lots 16 to 25, both inclusive, on 68th Street Terrace. On Lot 26 on both 68th Street Terrace and Valley Road.

#### IN BLOCK 40.

On Lot 1, on both 67th Street Terrace and Valley Road. On Lots 2 to 11, both inclusive, on 67th Street Terrace. On Lot 12, on both 67th Street Terrace and Ward Parkway.

#### SECTION 4.

# 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 32.

On Lots 1 to 22, both inclusive, \$7500.00.

IN BLOCK 33.

On Lots 1 to 23, both inclusive, \$7500.00.

IN BLOCK 34.

On Lots 1 to 26, both inclusive, \$7500.00.

IN BLOCK 35.

On Lots 1 to 30, both inclusive, \$7500.00.

IN BLOCK 36.

On Lots 1, 2 and 3, \$12,500.00. On Lots 4 to 15, both inclusive, \$10,000.00. On Lots 16 to 33, both inclusive, \$7500.00.

IN BLOCK 37.

On Lots 1 to 9, both inclusive, \$12,500.00. On Lots 10 to 18, both inclusive, \$10,000.00.

IN BLOCK 38.

On Lots 1 to 10, both inclusive, \$15,000.00. On Lots 11 to 21, both inclusive, \$12,500.00.

IN BLOCK 39.

On Lots 1 to 26, both inclusive, \$15,000.00.

IN BLOCK 40.

On Lots 1 to 12, both inclusive, \$15,000.00.

#### 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 part or parts hereof front as follows:

IN BLOCK 32.

On Lots 1 to 10, both inclusive, and Lots 13 to 22, both inclusive, 50 feet. On Lots 11 and 12, 75 feet.

IN BLOCK 33

On Lots 1 to 11, both inclusive, and Lots 14 to 23, both inclusive, 50 feet. On Lots 12 and 13, 75 feet.

IN BLOCK 34.

On Lots 1 to 12, both inclusive, and Lots 15 to 26, both inclusive, 50 feet. On Lots 13 and 14, 75 feet.

IN BLOCK 35.

On Lots 1 to 14, both inclusive, and Lots 17 to 29, both inclusive, 50 feet. On Lots 15 and 16, 75 feet. On Lot 30, 45 feet.

IN BLOCK 36.

On Lots 1, 2 and 3, 60 feet. On Lots 4, 5 and 6, 50 feet. On Lots 7 to 14, both inclusive, 60 feet. On Lots 15 and 16, 75 feet. On Lots 17 to 33, both inclusive, 50 feet.

IN BLOCK 37.

On Lots 1 to 8, both inclusive, 60 feet. On Lots 9 and 10, 75 feet. On Lots 11 to 18, both inclusive, 60 feet.

IN BLOCK 38.

On Lots 1 to 9, both inclusive, 70 feet. On Lots 10 and 11, 125 feet. On Lots 12 to 21, both inclusive, 60 feet.

IN BLOCK 39.

On Lots 1 to 26, both inclusive, 70 feet.

IN BLOCK 40.

On Lots 1 to 12, both inclusive, 70 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 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 ten 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 said 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:

### Window Projections

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

#### Miscellaneous Projections

(D) 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.

### Vestibule Projections

(E) Any vestibule, not more than one story in height, may project beyond the front build-

ing lines, and the side building lines, not to exceed three feet.

### Porch Projections

(F) 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. The J. C. Nichols Investment Company reserves the right to consent that the Board of Adjustment may modify the provisions of the Zone Ordinance (See Ordinance No. 45608 of Kansas City, Missouri) with respect to the location of any residence which may be erected on any of said lots with reference to the street or streets adjacent thereto; provided that any such residence shall conform to the building line which is now or may hereafter be established by The J. C. Nichols Investment Company.

#### 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 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 frontsee of ground

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 recidence 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 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; 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.

ment Company.

No outbuilding may be erected on any of the following enumerated lots, or part or parts thereof, without the consent in writing of The J. C. Nichols Investment Company, or its successors or assigns; Lot 1 in Block 38; Lots 1 and 2, in Block 34; Lots 1 and 2 in Block 35; Lots 1, 2, 3 and 31, in Block 36; Lots 1, 2 and 18 in Block 37; Lots 10 and 11 in Block 38; and Lots 12 to 16, both inclusive, in Block 39.

If and when consent of The J. C. Nichols Investment Company, its successors or assigns, is given for the erection of outbuildings on any of said lots, or part or parts thereof, the provisions of Section 8 of this instrument shall govern the location and construction thereof as well as the location and construction of any outbuildings erected on any other lots in Romanelli Gardens affected by the terms and provisions of this instrument on which the erection of outbuildings is not specifically prohibited. Provided, further, that the maximum width of any outbuilding erected on Lot 31 in Block 36, Lot 18 in Block 37, Lots 10 and 11 in Block 38 and Lot 14 in Block 39, or either or any of them, may not exceed 22 feet without the consent in writing of The J. C. Nichols Investment Company, its successors or assigns.

### 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. No outbuilding, or part or parts thereof, except those projections set forth in paragraphs "c" and "d" of Section 6, may be erected or maintained on any of the lots, or part or parts thereof, herein restricted, which is not wholly 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 6, relative to the setback of residences from any new street location, shall apply with like force and erfect to the provisions of this paragraph with reserence 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 thereof; provided however, that in no case shall any such outbuilding, other than greenhouses, erected on any of said lots, be more than 33 feet in width 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 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 any outbuildings, 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 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 the provisions for reducing such frontage shall apply with the same force and effec

# Section 10. Ownership by Negroes Prohibited

"Repealed by Board of Directors under and pursuant to Senate Bill 168, 93<sup>rd</sup> 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 3 01

SECTION 11.

#### Bill Boards Prohibited

No signs, advertisements, bill boards or advertising structures of any kind may be erected or maintained on any of the lots herein restricted without the consent in writing of The J. C. Nichols Investment Company, provided, however, that permission is hereby granted for the erection and maintenance of not more than one sign board on each lot, or tract as sold and conveyed, which signboard shall not be more than five 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 12.

# 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 13.

### Duration of Restrictions

Each of the restrictions above set forth shall continue and be binding upon The J. C. Nichols Investment Company and upon the other parties hereto and upon their respective successors, heirs and assigns, for a period of twenty-five years from January 1st, 1930 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 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 successive twenty-five year period thereafter.

#### SECTION 14.

### Right to Enforce

The restrictions herein set forth shall run with the land and bind the present owners, their respective heirs, successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their respective heirs, 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 President, and its corporate seal to be hereto affixed and R. L. Sweet and Louise V. Sweet, his wife, and Ernest E. Pringle and Besse Mae Pringle, his wife, have hereunto set their hands and seals this 8th day of July, 1930.

The J. C. Nichols Investment Company,

By J. C. Nichols, President.

#### (Corporate Seal)

Owner of Blocks 32 and 33, Blocks 35 to 39, both inclusive, Lots 1 to 24, both inclusive and Lot 26 in Block 34 and Lots 2 to 12 both inclusive, in Block 40 of Romanelli Gardens.

R. L. Sweet (Seal)
Louise V. Sweet (Seal)
Owners of Lot 1 in Block 40 of Romanelli
Gardens.

Ernest E. Pringle (Seal)
Besse Mae Pringle (Seal)
Owners of Lot 25 in Block 34 of Romanelli
Gardens.

#### State of Missouri, County of Jackson, ss:

On this 8th day of July, 1930, 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 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. My commission expires Feb. 25, 1984. (L. S.)

F. A. Guy,

Notary Public within and for said County and State.

State of Missouri, County of Jackson, ss:

On this 8th day of July, 1930, before me, the undersigned, a Notary Public, personally appeared R. L. Sweet and Louise V. Sweet, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Attest hand and official seal.

My commission expires Feb. 25, 1934.
(L. S.)

F. A. Guy,

Notary Public within and for said County and State.

State of Missouri, County of Jackson, ss:

On this 8th day of July, 1930, before me, the undersigned, a Notary Public, personally appeared Ernest E. Pringle and Besse Mae Pringle, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Attest hand and official seal.

My commission expires Feb. 25, 1934.

(L. S.)

F. A. Guy,

Notary Public, within and for said County and State.