

HAMPSTEAD GARDENS

(Blocks 10, 11, 12)

RESTRICTIONS.

Dated April 19, 1922.

Filed April 29, 1922.

Book B 2271, Page 350, No. A-57487.

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

WHEREAS, The J. C. Nichols Investment Company, a corporation, and others having heretofore executed a plat of Blocks 10, 11 and 12, of Hampstead Gardens, which plat was recorded on the 20th day of March, 1922, in Book 20, of Plats, at Page 51, in the office of the Recorder of Deeds of Jackson County, Missouri, and having heretofore dedicated to the public all of the streets, terraces, parks and parkways shown on said plat for use by the public for street, park or parkway purposes, respectively, now desire to place certain restrictions on certain of said lots for the use and benefit of the present owners, and the future grantees of said owners.

NOW THEREFORE, in consideration of the premises, The J. C. Nichols Investment Company, for itself, and those parties whose names are subscribed herebelow for themselves, their heirs, successors and assigns, and for their future grantees, hereby agree that all of said lots in Blocks 10, 11 and 12 of Hampstead Gardens shall be, and are hereby restricted in the manner hereinafter set forth; provided, however, that no restrictions hereinafter set forth shall in any way whatsoever affect any part of Lot 10, in Block 12, and provided further that The J. C. Nichols Investment Company, may, at its option, waive the restrictions hereinafter set forth insofar as they affect the West 50 feet of Lots 9 and 11, in Block 10, so that said West 50 feet thereof may be used for church purposes in like manner as Lot 10, in Block 10.

Billboards Be Prohibited

The J. C. Nichols Investment Company may at any time prohibit the construction or maintenance of bill boards or advertising boards or structures exceeding five square feet in size for the display, posting, painting or printing of signs or advertisements on any lots in this addition and all rights for damages on account of such prohibitions are hereby expressly waived.

Definitions of Terms Used

For the purpose of these restrictions the word "street" shall mean any street, terrace or parkway of whatever name which is shown on this plat, and which has heretofore been or is herein dedicated to the public for the purpose of a public street or for parkway purposes. The word "out-building" shall mean an inclosed, covered struc-

ture 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 fronts as hereinafter provided, shall be deemed to be the 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 this addition, except Lot 10, in Block 12, shall be taken and held to agree and covenant with the owners of the lots shown on this plat, and with their heirs, 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 25 years from January 1, 1920, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth, and provided further that none of the following restrictions shall apply to said Lot 10, in Block 12.

Easement Reserved

The J. C. Nichols Investment Company reserves for itself, its successors and assignees of this right by express agreement, the right in the case of those lots fronting on, or adjacent to 63rd Street, to sign the necessary consents required by the state law, or municipal ordinances for the construction maintenance and operation of any street railway on 63rd Street.

Section 1.

Use of Land

None of said lots may be improved, used, or occupied for other than private residence purposes, and no flat nor apartment house, 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 said Lot 10, in Block 10, may be used for church purposes, together with such appur-

tenant buildings as are ordinarily built in connection with churches.

Section 2.

Frontage of Lots

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

In Block 10:

Lots 2 and 3, on Summit Street; Lots 4, 5, 6, 7, 8, 9 and the North 125 feet of Lot 10, on 61st Street; the South 125 feet of Lot 10 and Lots 11, 12, 13, 14, 15, 16 and 1, on 61st Street Terrace.

In Block 11:

Lots 1 to 9, both inclusive, on 61st Street Terrace; Lots 10 to 18, both inclusive, on 62nd Street.

In Block 12:

Lots 1 to 9, both inclusive, on 62nd Street; Lots 11 to 19, both inclusive, on 63rd Street; Lot 20, on Summit Street.

Section 3.

Frontage of Residence on Street

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; on any corner lot it shall front or present a good frontage on the streets designated as follows:

In Block 10:

On Lot 1, on both 61st Street Terrace and Summit Street; on Lots 2 and 3, on Summit Street.

On Lots 4, 5, 6, 7, 8, 9 and the East 100 feet of the North 140 feet of Lot 10, on 61st Street.

On the West 100 feet of the North 140 feet of Lot 10, on both 61st Street and Ward Parkway.

On the West 100 feet of the south 140 feet of Lot 10, on both 61st Street Terrace and Ward Parkway; on the East 100 feet of the South 140 feet of Lot 10, and on Lots 11, 12, 13, 14, 15 and 16, on 61st Street Terrace.

In Block 11:

On Lot 1, on both 61st Street Terrace and Summit Street; on Lots 2 to 8, both inclusive, on 61st Street Terrace; On the West 125 feet of Lot 9, on both 61st Street Terrace and Ward Parkway; on the West 125 feet of Lot 10, on both 62nd Street and Ward Parkway; on Lots 11 to 17, both inclusive, on 62nd Street; on Lots 18, on both 62nd Street and Summit Street.

In Block 12:

On Lot 1, on both 62nd Street and Summit Street. On Lots 2 to 8, both inclusive, on 62nd Street. On the West 125 feet of Lot 9, on both 62nd Street and Ward Parkway. On Lots 11 to 18, both inclusive, on 63rd Street. On Lot 19, on both 63rd Street and Summit Street. On Lot 20, on Summit Street.

Section 4.

Required Cost of Residence

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 10:

Lots 1 to 16, both inclusive, \$10,000.00.

In Block 11:

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

In Block 12:

Lots 1 to 9, both inclusive, \$10,000.00. On Lots 11 to 20, both inclusive, \$7,500.00.

Section 5.

Ground Frontage Required

Any residence or part or parts thereof, erected on any of the lots or part or parts thereof, in Blocks 10 and 11 and on Lots 1 to 9, both inclusive, in Block 12, shall have appurtenant thereto not occupied by any other residence at least 75 feet frontage of ground fronting on the street on which the lot or lots front, and any residence erected on any of Lots 11 to 20 both inclusive, in Block 12, shall have appurtenant thereto not occupied by any other residence at least 70 feet frontage of ground fronting on the street on which the lot or lots, front measured in all cases 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 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 (5) feet below the minimum of feet required with 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 this addition 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 this plat on such lot or lots, or which may in such sale and conveyance to 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 10 feet nearer to the front street or the side street, than is the front building line, or the side building line shown on this plat on such lot or lots; provided further, however, that The J. C. Nichols Investment Company shall have the privilege of permitting any private residence or parsonage which is used for private residence purposes only and is designed for occupancy by a single family to be erected on Lot 10, in Block 10, 35 feet back from 61st Street, 65 feet back from Ward Parkway, and forty (40) feet back from 61st Street Terrace. Reference is made herein to front and side building lines for the purpose of determining the location of any residence with reference to the adjoining streets and in case of the re-location of any of said streets, changes may be made in any of the 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 reference to the present location of said streets, 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 this plat. The broken line shown on Lots 1 and 19 and 20, in Block 12, 25 feet distant from the westerly line of Summit Street shall be deemed to be a side building line with reference to Lots 1 and 19, and a front building line with reference to Lot 20, notwithstanding the fact that the line is not so designated on the recorded plat.

(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 this 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 3 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 4 feet.

(e) **Vestibule Projections:** Any vestibule not more than one story in height may project beyond the front building lines and side building lines not to exceed 3 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 12 feet on corner lots any

unenclosed porches or balconies, covered or uncovered, porte cocheres and terraces may project beyond the side building lines not to exceed 10 feet.

Section 7.

Free Space Required

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 75 percent 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 those projections referred to in paragraphs c and d, of Section 6, shall be set back at least 6 feet from both of the side lines of the lot upon 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 percent of the width of any such lot, measured as above provided. It is further provided that the required setback from the side lines of the lot as herein provided may, with the consent in writing of The J. C. Nichols Investment Company, be reduced by not to exceed 33 1-3 percent of the amount of such required setback, provided, however, that this reservation shall in no way whatever affect the provision relative to the change of side 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 so 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 be not 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 "reducte" below the required frontage herein specified by Section 5. No tank for the storage of oil 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 of the lots shown on this plat, to change the required location of any such outbuildings and may at any time thereafter, with the consent in writing of the then owners of the fee simple title to any of 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 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 percent 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 case more than one such outbuilding is erected on any one 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 80 percent 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 percent 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 percent 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 the 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

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 25 years from January 1, 1920, 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, exclusive of Lot 10, in Block 12, may release all of the land hereby restricted from any one or more of said restrictions at the end of this first 25 year period, or of any successive 25 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 5 years prior to the expiration of this first 25 year period, or of any 25 year period thereafter.

Section 13.

Right to Enforce

The restrictions herein set forth shall run with the land and bind the present owners, their 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 heirs, successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots, and the con-

struction 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 actions for damages, and 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 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 on the 19th day of April, 1922.

THE J. C. NICHOLS INVESTMENT CO.

By J. C. Nichols, President.