

DECLARATION OF RESTRICTIONS.

J. C. Nichols Land Company, et al.

Dated July 22, 1929.
Filed August 1, 1929,
at 8:27 A. M.
Book B 2917, page 187.
#A420887.

Whereas, the J. C. Nichols Land Company, a corporation, and others have heretofore executed a plat of Blocks 3 and 4 of Meyer Circle, which plat was recorded on the 15th day of July, 1929, and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, under Recorder's Document #A419184 and,

Whereas, all of the boulevards, parkways, roads, and terraces shown on said plat have heretofore been dedicated to the public for the use by the public for boulevard, parkway, road and terrace purposes, respectively, and,

Whereas, the owners of said lots now desire to place certain restrictions on 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, J. C. Nichols Land Company, for itself and for its successors and assigns and for its future grantees, and the individuals who are the owners of lots shown on the plat of Blocks 3 and 4 of Meyer Circle, for themselves and for their heirs and assigns and for their future grantees, hereby agree that all of the lots shown on said plat shall be and the same 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, parkway, boulevard, or road of whatever name which is shown on the plat of Meyer Circle and which has been heretofore dedicated to the public for the purpose of a public street or for park or parkway 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 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 J. C. Nichols Land 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 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 above mentioned lots shall be taken and held to agree and covenant with the owners of the said lots 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.

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. Any residence erected thereon 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 J. C. Nichols Land 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 3.

Lots 1 to 6, both inclusive, on Meyer Boulevard. Lots 7 to 14, both inclusive, on 64th Street Terrace.

IN BLOCK 4.

Lots 1 to 8, both inclusive, on 64th 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, 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 lot, it shall front or present a good frontage on the Streets designated as follows:

In BLOCK 3.

On Lot 1 on both Meyer Boulevard and Valley Road. On Lots 2 to 5, both inclusive, on Meyer Boulevard. On Lot 6, on Meyer Boulevard, Meyer Circle, and Ward Parkway. On Lot 7, on both Ward Parkway, and 64th Street Terrace. On Lots 8 to 13, both inclusive, on 64th Street Terrace. On Lot 14, on both 64th Street Terrace and Valley Road.

IN BLOCK 4.

On Lot 1, on both Valley Road and 64th Street Terrace. On Lots 2 to 7, both inclusive, on 64th Street Terrace. On Lot 8, on both 64th 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 3.

On Lots 1 to 5, both inclusive, and on Lots 7 to 14, both inclusive, \$25,000.00, on Lot 6, \$50,000.00.

IN BLOCK 4.

On Lots 1 to 8, both inclusive, \$25,000.00.

SECTION 5.**Ground Frontage Required**

Any residence or part or parts thereof, erected on any of the said lots or part or parts thereof, 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 lots, or part or parts thereof front, as follows:

IN BLOCK 3.

On Lot 1, 120 feet. On Lots 2 to 5, both inclusive, 110 feet. On Lots 6 and 7, 140 feet. On Lots 8 to 14, both inclusive, 95 feet.

IN BLOCK 4.

On Lots 1 to 7, both inclusive, 95 feet. On Lot 8, 125 feet.

The required frontage herein set forth is to be measured in all cases on the front line of the lot. It is provided, however, that J. C. Nichols Land 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 frontage as 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 10 feet below the minimum number of feet required with each residence as set forth above.

SECTION 6.**Set-Back of Residence 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 Meyer Circle, on the lot or lots on which such residence may be erected, provided, however, that J. C. Nichols Land 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 10 feet nearer to the front street or the side street than is the front building 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 reference to the adjoining street, and in case of the 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 on said plat with reference to the present location of said streets, and provided further that J. C. Nichols Land Company shall have the same privilege of changing the location or any such new building lines so established as it has in the case of those shown on said 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 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, spouting, 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 cochères 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 cochères and terraces may project beyond the side building lines not to exceed 10 feet. J. C. Nichols Land Company reserves the right to consent that the board of Zoning Appeals may modify the provisions of the Zone Ordinance (See Ordinance #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 Land 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 75% 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, which ever 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 J. C. Nichols Land 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 J. C. Nichols Land Company, be reduced by not to exceed $33\frac{1}{3}\%$ of the amount of any such required set back; provided, however, that this reservation shall in no way whatsoever 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 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. No tank for storage of fuel may be maintained thereon above the surface of the ground without the consent in writing of J. C. Nichols Land 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 25 feet of that side of the lot farthest from the adjoining side street, provided, however, that J. C. Nichols Land 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 outbuilding 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 residence 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 40% 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 J. C. Nichols Land 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 J. C. Nichols Land 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 50% 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 J. C. Nichols Land 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 J. C. Nichols Land Company, be increased by not to exceed 10% of the width of the lot upon which it is erected, measured along the rear line thereof. The provisions of Section 7 relative to the maximum width of the residence which may be erected on any lot having appurtenant thereto a greater frontage of ground than the required frontage and 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 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." used, rs or

SECTION 11.

Pergola Building Line

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

SECTION 12.

Bill Boards Prohibited

No signs, advertisement, 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 J. C. Nichols Land 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 sign board shall not be more than five square feet in size and may be used for the sole and exclusive purpose of advertising for sale, the lot or tract upon which it is erected.

SECTION 13.

Duration of Restrictions

At any time hereafter J. C. Nichols Land Company, if it so elects, but it shall not be bound hereby so to do, place similar and corresponding restrictions as are herein set forth on that part of the southeast $\frac{1}{4}$ of Section 6, Township 48, Range 33, in Jackson County, Missouri, lying south of the south (or southerly) line of Block 4, of Meyer Circle as shown on the recorded plat herein referred to; north of the south line of the north $\frac{1}{2}$ of said southeast $\frac{1}{4}$ of Section 6; west of the west line of Valley Road; and east of the east line of Ward Parkway, as said road and parkway are now established, and The J. C. Nichols Investment Company may from time to time, if it so elects, but it shall not be bound hereby so to do, place similar and corresponding restrictions on so much of all, or a part, of that part of the southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) Section 6, Township 48, Range 33, in Jackson County, Missouri, lying south of the south line of the north $\frac{1}{2}$ of said southeast $\frac{1}{4}$, west of the west line of Valley Road; east of the east line of Ward Parkway, as said road

and parkway are now established, and north of the south line of said southeast $\frac{1}{4}$ as it may own; and The J. C. Nichols Investment Company may from time to time, if it so elects, but it shall not be bound hereby so to do, place similar and corresponding restrictions on so much of all, or a part, of that part of the northeast $\frac{1}{4}$ of Section 7, Township 48, Range 33, in Jackson County, Missouri, lying north of the following described line: Beginning at a point in the east line of Ward Parkway as now established, a distance of 357.57 feet south of the north line of said northeast $\frac{1}{4}$; thence east at right angles to the east line of said Ward Parkway, a distance of 134.98 feet; thence south parallel with the east line of said Ward Parkway, a distance of 27.64 feet; thence northeasterly along a line that makes a northeast angle of $81^{\circ} 58' 36''$ with the last described course, a distance of 263.42 feet; thence easterly along a line that deflects to the right $10^{\circ} 30' 36''$ from the last described course, a distance of 544.60 feet to a point in the westerly line of Valley Road, as now established 367.58 feet south of the north line of said northeast $\frac{1}{4}$, measured at right angles thereto; west of the west line of Valley Road; east of the east line of Ward Parkway as said road and parkway are now established, and south of the north line of said $\frac{1}{4}$ Section, as it may own. If and when such similar and corresponding restrictions are placed on all or a part of said land, then the owners of the lots which are herein and hereby restricted by the terms of this instrument shall be deemed to have a beneficial interest in such restrictions, and shall have the right to enforce the same, and it is further provided that the owners of any of the land above described, but not by this instrument restricted, shall when such land is similarly restricted have a beneficial interest in the restrictions herein set forth and the right to enforce the same as against the owners of the lots hereby restricted, provided, however, that if, in the deed or deeds to the individual lots within the limits of the above described land, J. C. Nichols Land Company, or The J. C. Nichols Investment Company shall at its discretion, and in addition to the above restrictions, impose supplemental or additional restrictions applying particularly to the individual lots being conveyed, then unless otherwise specifically provided, The J. C. Nichols Investment Company, or J. C. Nichols Land Company, as the case may be, shall have the sole and exclusive right to enforce, waive, modify or release such supplemental or additional restrictions and no purchaser of any other lot shall acquire any beneficial interest in any such supplemental or additional restrictions or the right to enforce the same. With this purpose in view, it is hereby agreed that each of the restrictions above set forth applying to the lots restricted by the terms of this agreement shall continue and be binding upon J. C. Nichols Land Company, and the other owners whose names are hereto subscribed and upon their respective successors, heirs, and assigns, for a period of 25 years from January 1, 1920, and

shall automatically be continued thereafter for successive periods of twenty-five years each as to such lots, provided, however, that the owners of the fee simple title to the majority of the front feet of the lots in this addition, may together with the owners of the land in this paragraph described but which is not hereby restricted, 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 such successive 25 year periods thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for this purpose, 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 periods thereafter; provided, however, that the same privilege of release be exercised as to the similar and corresponding restrictions which may hereafter from time to time be imposed upon any of the land above described and not by the terms of this instrument, restricted, to the end that all of the land in this paragraph described shall have all of such similar and corresponding restrictions extended or released as to all of the land that at that time may be so restricted.

SECTION 14.

Right to Enforce

The restrictions herein set forth shall run with the title to the land hereby restricted and bind the present owners, their respective successors, heirs 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 hereby restricted, their respective successors, heirs 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 lots, 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 J. C. Nichols Land Company, or the owner or owners of any other lot or lots in this addition to enforce any of the restrictions herein set forth, as to the land hereby restricted at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. J. C. Nichols Land 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, J. C. Nichols Land Company, and The J. C. Nichols Investment Company have by authority of their respective Boards of Directors, caused this instrument to be executed by their respective Presidents and their respective corporate seals to be hereto affixed, and the individual owners have hereto set their hands this 22nd day of July, 1929.

The J. C. Nichols Investment Company,

By: J. C. Nichols, President.

(corporate seal)

J. C. Nichols Land Company,

By: J. C. Nichols, President.

(corporate seal)

Owner of all platted Lots, except Lots 2, 6, and 8 in Block 3

Herbert K. Evans,
Merle B. Evans.
Owners of Lot 8, Block 3.

J. E. Williams,
Grace N Williams.
Owners of Lot 3, Block 3.

George E. Muehlebach,
Roxanne Muehlebach.
Owners of Lot 6, Block 3.

State of Missouri, County of Jackson—ss.

On this 23rd day of July, 1929, before me, appeared J. C. Nichols, to me personally known, who being by me duly sworn, did say that he is the President of J. C. Nichols Land Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. C. Nichols acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Term expires February 25, 1930.

(Seal)

F. A. Guy,

Notary Public, in and
for said County and
State.

State of Missouri, County of Jackson—ss.

On this 23rd day of July, 1929, before me appeared J. C. Nichols, to me personally known, who being by me duly sworn, did say that he is the President of The J. C. Nichols Investment Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. C. Nichols acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri the day and year last above written.

Term expires Feb. 25, 1930.

(Seal)

F. A. Guy,

Notary Public, in and
for said County and
State.

State of Missouri, County of Jackson—ss.

On this 27th day of July, 1929, before me, the undersigned, a Notary Public, personally appeared Herbert K. Evans and Merle B. Evans, his wife, J. E. Williams and Grace N. Williams, his wife, George E. Muehlebach and Roxanne Muehlebach, 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.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Missouri, the day and year last above written.

Term expires Feb. 25, 1930.

(Seal)

F. A. Guy,

Notary Public, in and
for said County and
State.