

Mod. of Res. # 479628

Bk 67 min. Pg 76

Mod. of Res. # 491181

Bk 70 Pg 288

126890
DECLARATION OF RESTRICTIONS

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WHEREAS, J. C. Nichols Company, a corporation, has heretofore executed a plat of Lots 1 to 14, both inclusive, in Block 1, Block 2, Block 3, Lots 1 to 6, both inclusive, in Block 4, Lots 1 to 10, both inclusive, in Block 5 and Lots 1 to 9, both inclusive, in Block 12, of Indian Fields, which plat was recorded on October 1st, 1951, in the office of the Register of Deeds of Johnson County, Kansas, in Plat Book 15, at Page 15, and said J. C. Nichols Company has heretofore dedicated to the public all of the streets, roads, terraces, avenues, parks and parkways shown on said plat for use by the public for street, road or park purposes; and

WHEREAS, J. C. Nichols Company now desires to place certain restrictions on certain of those lots shown on said plat, for the use and benefit of the present owner and its future grantees,

NOW THEREFORE, in consideration of the premises, J. C. Nichols Company for itself and for its successors and assigns and for its future grantees hereby agrees that all of the lots shown on the above described plat of Indian Fields, 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, road, terrace or avenue of whatever name which is shown on said plat of Indian Fields. The word "outbuilding" shall mean any 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 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 the above enumerated lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, 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 time ending on January 1st, 1975, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION 1. USE OF LAND.

None of the said lots hereby 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 or maintained on any of the lots hereby restricted shall be designed for occupancy by a single family.

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 streets designated as follows:

IN BLOCK 1. Lots 1 to 11, both inclusive, on 66th Street.
Lots 12, 13 and 14 on El Monte.

IN BLOCK 2. Lots 1, 2 and 3 on El Monte.
Lots 4 to 14, both inclusive, on 67th Street.
Lots 15 to 26, both inclusive, on 66th Terrace.

IN BLOCK 3. Lots 1 to 9, both inclusive, on 66th Terrace.
Lots 10 to 17, both inclusive, on 66th Street.

IN BLOCK 4. Lots 1 to 5, both inclusive, on 66th Street.
Lot 6 on 65th Street.

IN BLOCK 5. Lot 1 on Granada Drive.
Lots 2 to 7, both inclusive, on 66th Street.
Lots 8, 9 and 10 on 65th Street.

IN BLOCK 12. Lots 1 to 7, both inclusive, on 66th Street.
Lots 8 and 9 on Granada Drive.

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 1. On Lot 1 on both 66th Street and Mission Road.
On Lots 2 to 11, both inclusive, on 66th Street.
On Lots 12 and 13 on El Monte.
On Lot 14 on both El Monte and 67th Street.
- IN BLOCK 2. On Lot 1 on both El Monte and 66th Street.
On Lot 2 on El Monte.
On Lot 3 on both El Monte and 67th Street
On Lots 4 to 13, both inclusive, on 67th Street.
On Lot 14 on both 67th Street and Roe Avenue.
On Lot 15 on both 66th Terrace and Roe Avenue.
On Lots 16 to 25, both inclusive, on 66th Terrace.
On Lot 26 on both 66th Terrace and 66th Street.
- IN BLOCK 3. On Lot 1 on both 66th Street and 66th Terrace.
On Lots 2 to 8, both inclusive, on 66th Terrace.
On Lot 9 on both 66th Terrace and Roe Avenue.
On Lot 10 on both 66th Street and Roe Avenue.
On Lots 11 to 17, both inclusive, on 66th Street.
- IN BLOCK 4. On Lot 1 on both 66th Street and Roe Avenue.
On Lots 2, 3, and 4 on 66th Street.
On Lot 5 on both 66th Street and 65th Street.
On Lot 6 on 65th Street.
- IN BLOCK 5. On Lot 1 on both Granada Drive and 66th Street.
On Lot 2 to 7, both inclusive, on 66th Street.
On Lots 8, 9, and 10 on 65th Street.
- IN BLOCK 12. On Lot 1 on both 66th Street and Mission Road.
On Lots 2 to 7, both inclusive, on 66th Street.
On Lots 8 and 9 on Granada Drive.

It is provided, however, that if any part less than the whole of any corner lot is acquired by the owner of an inside lot contiguous to said corner lot, then as to the part of such corner lot so acquired, the provisions hereof requiring a residence erected on a corner lot to front or present a good frontage on two or more streets, shall not be operative, but the part of the corner lot so acquired, shall be deemed to be a part of the inside lot to which it is contiguous, as to the restriction governing the frontage of the residence on the street, and said part of any such corner lot so acquired shall be subject to the restrictions applicable to the inside lot.

SECTION 4. REQUIRED SIZE OF RESIDENCES.

Any residence erected on Lots 1 to 14, both inclusive, in Block 1, and on Lots 3 to 14, both inclusive, in Block 2, shall contain a minimum of 1200 square feet of enclosed first floor area. Any residence erected on Lots 1, 2, and 15 in Block 2; on Lots 9 and 10 in Block 3; on Lot 1 in Block 4; on Lots 1 and 2 in Block 5 and on Lot 1 in Block 12 shall contain a minimum of 1400 square feet of enclosed first floor area. Any residence erected on Lots

16 to 26, both inclusive, in Block 2; on Lots 1 to 8, both inclusive, and on Lots 11 to 17, both inclusive, in Block 3; on Lots 2 to 6, both inclusive, in Block 4; on Lots 3 to 10, both inclusive, in Block 5 and on Lots 2 to 9, both inclusive, in Block 12, shall contain a minimum of 1600 square feet of enclosed first floor area. The words "enclosed floor area" as used herein shall mean and include in all cases areas enclosed and finished for all-year occupancy and shall not mean or include any areas in utility rooms, basements, garages, porches or attics; provided, however, that certain interior areas above first floor need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence. J. C. Nichols Company hereby reserves the right to reduce any of the floor area requirements set forth above; provided, such total reduction for any one residence may not exceed 15 per cent of such minimum floor area requirements for such residence.

SECTION 5. REQUIRED HEIGHT OF RESIDENCE.

Any residence erected on any of the lots hereby restricted shall be not more than one and one-half stories in height, provided, however, that a residence more than one and one-half stories in height may be erected thereon with the consent in writing of J. C. Nichols Company.

SECTION 6. GROUND FRONTAGE REQUIRED.

Any residence erected on any of the lots hereby restricted, 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 1.	Lots 1 to 14, both inclusive,	80 feet
IN BLOCK 2.	Lots 1 and 2	90 feet
	Lots 3 to 14, both inclusive	80 feet
	Lots 15 to 22, both inclusive	90 feet
	Lots 23, 24, and 25	75 feet
	Lot 26	90 feet
IN BLOCK 3,	Lot 1	200 feet
	Lot 2	125 feet
	Lots 3 to 16, both inclusive	90 feet
	Lot 17	120 feet
IN BLOCK 4.	Lots 1 to 4, both inclusive	90 feet
	Lots 5	125 feet
	Lot 6	90 feet
IN BLOCK 5.	Lot 1	100 feet
	Lot 2	200 feet
	Lots 3 to 10, both inclusive	90 feet
IN BLOCK 12.	Lots 1 to 9, both inclusive	90 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 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 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 ten (10) feet below the minimum number of feet required with each residence as set forth above.

SECTION 7. SETBACK OF RESIDENCES FROM STREETS.

(a) No part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots hereby restricted 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 Indian Fields on the lot or lots on which such residence may be erected, provided, however, that J. C. Nichols 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 any 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 five (5) feet nearer to 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 reference to the adjoining street, and in case of the relocation of any of said street, 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 street, and provided further that J. C. Nichols 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.

(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 one and one-half 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 (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 four (4) feet.

(e) Vestibule Projections:

Any vestibule not more than one (1) story in height may project beyond the front building lines and the side building lines not to exceed three (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 twelve (12) 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 eight (8) feet.

SECTION 8. 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 7, erected or maintained on any of the lots hereby restricted, or on any part or parts thereof, as shown on the above described plat of Indian Fields, shall not occupy more than 70 per cent of the width of the lot on which such residence is erected.

In computing the free space required on any lot, or any part or parts thereof the measurement shall be made in each case on the front building line or on the front building line produced to the side lines of the lot, whichever line is of

greater length. Any residence, including attached garages, attached greenhouses, ellis and porches, enclosed or unenclosed, but exclusive of those projections referred to in paragraphs "c" and "d" of Section 7, shall be set back at least ten (10) 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, say, with the consent in writing of J. C. Nichols Company, be increased by not to exceed ten (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, say, with the consent in writing of J. C. Nichols Company, be reduced by not to exceed 33-1/3 percent of the amount of any such required setback, provided, however, that this reservation shall in no way whatever affect the provisions relative to the change of said building lines as set forth in Section 7 hereof. 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 in Section 6.

SECTION 9. OUTBUILDINGS PROHIBITED

No outbuilding may be erected on any of the lots hereby restricted without the consent in writing of J. C. Nichols Company.

SECTION 10. PERGOLAS PROHIBITED.

No pergola, or any detached structure for purely ornamental purposes, may be erected on any part of any lot hereby restricted without the consent in writing of J. C. Nichols Company.

SECTION 11. LIVESTOCK AND POULTRY PROHIBITED.

No livestock or poultry may be kept or maintained upon any of the lots which are hereby restricted without the consent in writing of J. C. Nichols Company or of its successors or assigns.

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SECTION 12. OIL TANKS PROHIBITED.

No tank for the storage of fuel may be maintained on any of the lots hereby restricted, above the surface of the ground, without the consent in writing of J. C. Nichols Company.

SECTION 13. BILLBOARDS PROHIBITED.

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of J. C. Nichols Company; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than five (5) 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 14. DURATION OF RESTRICTIONS.

Each of the restrictions above set forth shall continue and be binding upon J. C. Nichols Company and upon its successors and assigns until January 1st, 1975, and shall automatically be continued thereafter for successive periods of 25 years each, provided, however, that the owners of the fee simple title to more than fifty (50) percent of the front feet of all of the lots hereby specifically restricted, and set forth in this instrument, may release all of the land hereby restricted from any one or more of the restrictions herein set forth on January 1st, 1975, or at the end of any successive twenty-five (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 Register of Deeds of Johnson County, Kansas, prior to January 1, 1970, or at least five (5) years prior to the expiration of any successive twenty-five (25) year period after January 1, 1975.

SECTION 15. RIGHT TO ENFORCE.

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots hereby restricted, and the construction of improvements thereon, but no restrictions

herein set forth shall be personally binding on any corporation, person, or persons except in respect of breaches committed during its, his or their seisin of, or title to said land, and the owner or owners of any of the above lots hereby restricted 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 J. C. Nichols Company, or the owner, or owners of any other lot, or lots in this addition, or owner of any other lot, or lots hereby restricted, 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. J. C. Nichols 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, J. C. Nichols Company has by authority of its Board of Directors caused this instrument to be executed by its President and its corporate seal to be hereto affixed this 3rd day of October, 1951.



J. C. NICHOLS COMPANY

By Miller Nichols
President

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

BE IT REMEMBERED, That on this 3rd day of October, 1951, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Miller Nichols, President of J. C. Nichols Company, a corporation, duly organized, incorporated and existing under and by virtue of the laws of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.



J. E. Herman
Notary Public within and for said County and State.

My commission expires: October 17th, 1951

FILED FOR RECORD AND DULY RECORDED IN MY OFFICE ON THIS 12 DAY OF Oct.
A. D. 1951, AT 3:53 O'CLOCK P. M. (SEAL)
Helen Hudelson REGISTER OF DEEDS, BY Pauline McBride DEPUTY