

454051

DECLARATION OF RESTRICTIONS AFFECTING PARTS OF

BLOCKS 4, 5, 6, 11 and 12

of INDIAN FIELDS

WHEREAS, J. C. Nichols Company, a corporation has heretofore executed a plat of Lots 7 to 17, both inclusive, in Block 4, Lots 11 to 31, both inclusive, in Block 5, Lots 1, 2 and 3 in Block 6, Lots 1 to 25, both inclusive, and Lot A, in Block 11, and Lots 10 to 36, both inclusive, in Block 12, of Indian Fields, which plat was recorded on April 27th, 1953, in the office of the Register of Deeds of Johnson County, Kansas, in Plat Book 16, at Page 55, 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, respectively; 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, provided, however, that none of the restrictions contained in this declaration, including the building lines shown on said plat, shall apply in any way whatsoever to Lot 1 or to Lot A, in Block 11, of said Indian Fields.

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 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 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 4: Lots 7 to 13, both inclusive, on 65th Street.
Lots 14 to 17, both inclusive, on Roe Avenue.
- IN BLOCK 5: Lots 11 to 15, both inclusive, on 65th Street.
Lots 16 and 17 on Roe Avenue.
Lots 18 and 19 on Homestead Drive.
Lots 20 to 31, both inclusive, on Granada Drive.
- IN BLOCK 6: Lots 1, 2 and 3 on Homestead Drive.
- IN BLOCK 11: Lots 2 to 25, both inclusive, on Homestead Drive.
- IN BLOCK 12: Lots 10 to 19, both inclusive, on Granada Drive.
Lots 20 to 36, both inclusive, on Homestead 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 mean that the residence shall front or present a good frontage on the streets designated as follows:

- IN BLOCK 4: On Lot 7 toward both the Northeast and the Northwest on 65th Street.
 On Lots 8, 9 and 10 on 65th Street.
 On Lot 11 toward both the Northeast and the Southeast on 65th Street.
 On Lots 12 and 13 on 65th Street.
 On Lot 14 on both Roe Avenue and 65th Street.
 On Lots 15, 16 and 17 on Roe Avenue.
- IN BLOCK 5: On Lots 11 to 15, both inclusive, on 65th Street.
 On Lot 16 on both Roe Avenue and 65th Street.
 On Lot 17 on both Roe Avenue and Homestead Drive.
 On Lots 18 and 19 on Homestead Drive.
 On Lot 20 on both Homestead Drive and Granada Drive.
 On Lots 21 to 31, both inclusive, on Granada Drive.
- IN BLOCK 6: On Lot 1 on both Homestead Drive and Granada Drive.
 On Lot 2 on Homestead Drive.
 On Lot 3 on both Homestead Drive and Roe Avenue.
- IN BLOCK 11: On Lot 2 on both Homestead Drive and Mission Road.
 On Lots 3 to 15, both inclusive, on Homestead Drive.
 On Lot 16 toward both the Southwest and Northwest on Homestead Drive.
 On Lots 17 to 20, both inclusive, on Homestead Drive.
 On Lot 21 toward both the Southwest and Southeast on Homestead Drive.
 On Lots 22, 23 and 24 on Homestead Drive.
 On Lot 25 on both Homestead Drive and Granada Drive.
- IN BLOCK 12: On Lots 10 to 18, both inclusive, on Granada Drive.
 On Lot 19 on both Granada Drive and Homestead Drive.
 On Lots 20 to 35, both inclusive, on Homestead Drive.
 On Lot 36 on both Homestead Drive and Mission Road.

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 restrictions 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 Lot 7 and on Lots 11 to 17, both inclusive, in Block 4, and on Lots 11 to 21, both inclusive, in Block 5, and on Lots 1, 2 and 3 in Block 6, and on Lots 2 to 25, both inclusive, in Block 11, and on Lots 19 and 36 in Block 12, shall contain a minimum of 1400 square feet of enclosed first floor area. Any residence erected on Lots 8, 9 and 10 in Block 4, and on Lots 22 to 31, both inclusive, in Block 5, and on Lots 10 to 18, both inclusive, and on Lots 20 to 35, both inclusive, in Block 12, shall contain a minimum of 1600 square feet of enclosed first floor area. The words "enclosed first floor area"

as used herein shall mean and include in all cases areas on the first floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence, and shall not mean or include any areas in basements, garages, porches or attics; provided, however, that certain interior areas above the 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 RESIDENCES.

Any residence erected on any of the lots hereby restricted shall not be 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 FRONTAGES 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 4:	Lot 7	90 feet
	Lots 8, 9 and 10	65 feet
	Lots 11, 12 and 13	120 feet
	Lots 14 to 17, both inclusive,	100 feet
IN BLOCK 5:	Lots 11 to 16, both inclusive,	90 feet
	Lots 17 and 18	125 feet
	Lot 19	90 feet
	Lot 20	125 feet
	Lots 21 to 31, both inclusive,	90 feet
IN BLOCK 6:	Lots 1 and 2	100 feet
	Lot 3	150 feet
IN BLOCK 11:	Lots 2 to 17, both inclusive,	80 feet
	Lots 18 and 19	55 feet
	Lots 20 to 25, both inclusive,	80 feet
IN BLOCK 12:	Lots 10 to 18, both inclusive,	90 feet
	Lot 19	125 feet
	Lots 20 to 36, both inclusive,	80 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 or streets, and in case of relocation of any of said streets, changes may be made by J. C. Nichols Company 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 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; and provided, further, that the widening of any of said streets shall not, for the purpose of these restrictions, be deemed to be a relocation of such street.

(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 four (4) 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, ells 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 (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 may, with the consent in writing of J. C. Nichols Company, be increased by not to exceed ten (10) per cent 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 J. C. Nichols Company, be reduced by not to exceed 33-1/3

per cent 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 or other detached structure appurtenant to the residence 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 hereby restricted without the consent in writing of J. C. Nichols Company.

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) per cent 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 purpose, 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 the lots hereby restricted, 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 J. C. Nichols Company, its successors and assigns, and also 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, its successors or assigns, or any owner or owners of any lot or lots in this subdivision 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 15th day of May, 1953.

J. C. NICHOLS COMPANY

By Miller Nichols
President



STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED, That on this 15th day of May, 1953, 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.

Marie White
Notary Public within and for said County and State

My Commission expires:

