

DECLARATION OF RESTRICTIONS

WARD PARKWAY ESTATES

THIS DECLARATION, made this 10 day of March, 1955, by WARD PARKWAY DEVELOPMENT CO., a corporation, the owner of Lots 1 to 198, both inclusive, and Lots 202 to 207, both inclusive, in Ward Parkway Estates, a subdivision in Jackson County, Missouri, as the same are shown upon the recorded plats thereof,

WITNESSETH: THAT

WHEREAS, Ward Parkway Development Co., a corporation, has heretofore executed a plat of Ward Parkway Estates, covering Lots 1 to 18, both inclusive, which plat was recorded on February 19, 1955, in the Office of the Recorder of Deeds in and for Jackson County, Missouri at Kansas City, and has executed a plat of Ward Parkway Estates, covering Lots 19 to 207, both inclusive, which plat was recorded on February 23, 1955, in the Office of the Recorder of Deeds in and for Jackson County, Missouri at Kansas City; and

WHEREAS, Ward Parkway Development Co., now desires to place certain restrictions on Lots 1 to 198, both inclusive, and Lots 202 to 207, both inclusive, for the use and benefit of the present owner and its future grantees.

NOW, THEREFORE, in consideration of the premises, Ward Parkway Development Co., for itself and for its successors and assigns, and for its future grantees, hereby agrees that all of Lots 1 to 198, both inclusive, and Lots 202 to 207, both inclusive, Ward Parkway Estates, are hereby restricted as to their use in the manner hereinafter set forth, viz:

1. No dwelling may be erected upon the land restricted hereby except upon a plot of ground with a street frontage of not less than 80 feet; provided, however, that if the plot of ground shall consist of a single lot shown upon one of the recorded plats of Ward Parkway Estates the required minimum street frontage need not be more than the street frontage of said lot as shown upon such plat. No dwelling shall be constructed or converted for the use of more than one family.

2. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five months after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in damaged condition longer than three months.

3. Any residence erected upon any of the lots hereby restricted shall contain a minimum of 1100 square feet of enclosed floor area. The words "enclosed floor area" as used herein shall mean and include in all cases, areas of the residence enclosed and finished for all year occupancy, computed on outside measurement of the residence; 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. No area in garages, porches, attics or basements shall be included in computing "enclosed floor area".

4. No construction shall be started upon any building or upon any exterior modification of any building, nor shall any building be moved upon the property unless and until the exterior design of such building or of any such modification be first approved in writing by Ward Parkway Development Co., its successors and assigns. Ward Parkway Development Co., its successors and assigns, do hereby reserve the right and power to determine the location of all buildings on the respective lot or lots and the right and power to determine the relation of the top of the foundation to the street level. All such approvals or determinations shall be in writing.

5. No business buildings shall be erected or business of any nature conducted on the land herein described, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

6. No hogs, cows, horses, chickens, or goats shall be brought onto said property or maintained thereon, and no more than three dogs or more than six rabbits may be maintained on any one lot at any one time.

7. No fence may be erected or maintained upon any of the lots hereby restricted without the prior written consent of Ward Parkway Development Co. Mail boxes shall be grouped in locations to be determined by Ward Parkway Development Co. No sign of any kind shall be permitted on any lot except one "For Sale" or "For Rent" sign, not to exceed 4 square feet in area. No owner of any improved lot within the area affected by this Declaration shall allow any grass or weeds on his lot to attain a height in excess of eight inches.

8. Ward Parkway Development Co. shall have and does hereby reserve the right to locate, erect, construct, maintain and use or authorize the location, erection, construction, maintenance and use of drains, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give and grant rights of way or easements therefor over and upon any part of said land described herein. No water from roof downspouts, basement garage drain, or surface drainage shall be placed or piped into any sanitary sewer line and no connection of any kind shall be made to any sewer line without prior inspection and approval by Ward Parkway Development Co., its successors and assigns.

9. Ward Parkway Development Co. shall have and hereby reserves the right to convey, transfer, set over and assign any and all of the rights and powers herein reserved to it to another person, firm or corporation, or to a corporate successor of Ward Parkway Development Co. The exercise by Ward Parkway Development Co. of any of the rights or powers set forth hereinabove with respect to any particular land covered hereby shall not in anywise limit the right of Ward Parkway Development Co. to exercise such rights and powers or to refuse to exercise such rights and powers with respect to any other particular tract of land covered hereby, or shall the refusal of Ward Parkway Development Co. to exercise such rights and powers with respect to any particular tract inhibit or limit its right and power to thereafter exercise such rights and powers with respect to such tract.

10. Each of the restrictions above set forth shall continue and be binding upon Ward Parkway Development Co., and upon its successors and assigns, for a period of twenty years from January 1st, 1955, and shall automatically be continued thereafter for successive periods of five years each; provided, however, that the owners of the fee simple title to the majority of the front foot of the lots herein described may release all of the land hereby restricted from any one or more of said restrictions at the end of this first twenty year period, or of any successive five year periods thereafter, by executing and acknowledging an appropriate

agreement or agreements, in writing for such purposes, and filing the same for record at least one year prior to the expiration of this first twenty year period, or of any five year period thereafter.

11. The land herein described is subject to a certain Sewer Declaration, all of the terms of which by this reference are hereby incorporated herein, made by Kroh Bros., Inc., under date of December 28th, 1945, and filed for record in the Office of the Recorder of Deeds in and for Jackson County, Missouri, at Kansas City, under date of February 26, 1946, and recorded in Book B-4002, at page 92.

12. The restrictions herein set forth shall run with the land and bind Ward Parkway Development Co., and its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with Ward Parkway Development Co., its successors and assigns, and with each of them to conform to, and observe said restrictions as to the use of said lots, 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 or title to said land, and the owner or owners of any of the above land shall have the right to sue for, and obtain an injunction prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages and the failure of the Ward Parkway Development Co., 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.

IN WITNESS WHEREOF, WARD PARKWAY DEVELOPMENT CO. has caused these presents to be executed in its corporate name as of the day and year first above written.

(SEAL)

WARD PARKWAY DEVELOPMENT CO.

BY John A. Kroh,
President

ATTEST: M. R. Ahern,
Secretary

STATE OF KANSAS }
 } SS.
COUNTY OF JOHNSON }

On this 10 day of March, 1955, before me, appeared JOHN A. KROH, to me personally known, who being by me duly sworn, did say that he is the President of Ward Parkway Development Co., 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 JOHN A. KROH, 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 Leawood Kansas, the day and year last above written.

(LS)

F. J. Murphy, Jr.,
Notary Public within and for
said County and State

My commission expires: Feb. 7th, 1959.