

DECLARATION OF RESTRICTIONS

Affecting Part of Blocks 11, 13, and Lots 1 to 15, in Block 14, Armour Hills Gardens.

The J. C. Nichols Investment Company.

DECLARATION OF RESTRICTIONS

Dated June 6, 1934.

Filed June 9, 1934.

Book B 3146, page 364

#A533586.

Whereas, The J. C. Nichols Investment Company, a corporation, and certain other individuals, heretofore have executed a plat of Blocks 11 and 13 and Lots 1 to 15, both inclusive, in Block 14, of Armour Hills Gardens, which plat was recorded on the 31st day of May, 1934, in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, under Recorder's Document #A532958, and have heretofore dedicated to the public, all of the streets, roads and terraces for street purposes, as are shown thereon; and

Whereas, The J. C. Nichols Investment Company now desires to place certain restrictions on those lots shown on said plat which are owned by it for the use and benefit of the present owner and for its and their future grantees,

Now therefore, in consideration of the premises, The J. C. Nichols Investment Company for itself and for its successors and assigns, and for its and their future grantees, hereby agrees that all of the lots shown on said plat which are now owned by it, to-wit: Lots 1 to 10, both inclusive, and Lots 12 and 13 in Block 11, Lot 1 and Lots 3 to 22, both inclusive, in Block 13 and Lots 1 to 15, both inclusive, in Block 14 of Armour Hills Gardens, shall be and they 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 road, street or terraces of whatever name, which is shown on said recorded plat of Armour Hills Gardens, and which has been heretofore dedicated to the public for the purposes of a public street or boulevard.

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 con-

veyed, 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 or 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 a front street; and 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 Lots 1 to 10, both inclusive, and Lots 12 and 13 in Block 11, Lot 1 and Lots 3 to 22, both inclusive, in Block 13 and Lots 1 to 15, both inclusive, in Block 14 of Armour Hills Gardens, shall be taken and held to agree and covenant with the owner of the lots hereby restricted, 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 25 years from January 1st, 1930, 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 or 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.

SECTION 2.

Frontage of Lots

For the purpose of these restrictions, the following lots, or part or parts thereof, as in-

icated in this Section, shall be deemed to front on the streets designated as follows:

Block 11: Lots 1 to 3, both inclusive, on Locust Street; Lots 4 to 8, both inclusive, on Rockhill Road; Lots 9, 10, 12 and 13 on Oak Street.

Block 13: Lot 1 and Lots 3 to 10, both inclusive, on Oak Street Terrace; Lots 11 to 22, both inclusive, on Locust Street.

Block 14: Lots 1 to 15, both inclusive, on Locust Street.

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 lots, it shall front or present a good frontage on the streets designated as follows:

Block 11: On Lot 1, on both 68th Street Terrace and Locust Street. On Lots 2 and 3, on Locust Street. On Lot 4, on both Locust Street and Rockhill Road. On Lots 5, 6, and 7, on Rockhill Road. On Lot 8, on both Rockhill Road and Oak Street. On Lots 9, 10, 12 and 13, on Oak Street.

Block 13: On Lot 1, on both Rockhill Road and Oak Street Terrace. On Lots 3 to 9, both inclusive, on Oak Street Terrace. On Lot 10, on both Oak Street Terrace and 69th Street. On Lot 11, on both 69th Street and Locust Street. On Lots 12 to 21, both inclusive, on Locust Street. On Lot 22, on both Locust Street and Rockhill Road.

Block 14: On Lot 1, on both Rockhill Road and Locust Street. On Lots 2 to 14, both inclusive, on Locust Street. On Lot 15, on both Locust Street and 69th Street.

SECTION 4.

Required Cost of Residences

Any residence erected wholly or partially on any of the lots, or part or parts thereof, hereby restricted, shall cost not less than \$4,000.00.

SECTION 5.

Ground Frontage Required

Any residence erected on any of the lots hereby restricted, or part or parts thereof, as indicated in this section, shall have appurtenant thereto, not occupied by any other residence, at least the number of front feet of ground fronting on the street upon which the

lot, or part or parts thereof, front as follows:

In Block 11: Lots 1, 2, 3, 9, 10, 12 and 13, 45 feet. Lots 4 to 8, both inclusive, 65 feet.

In Block 13: Lot 1 and Lots 3 to 22, both inclusive, 45 feet.

In Block 14: Lots 1 to 15, both inclusive, 45 feet.

All measurements shall be 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 it 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 further, 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 feet below the minimum number of feet required for each residence as set forth above.

SECTION 6.

Setback of Residences from Streets

(A) No part of any residence, except as hereinafter provided, may be erected or maintained on any of those lots, which are 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 Armour Hills Gardens, 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 owner 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 five 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 respect to the adjoining street, and in the case of the vacation or 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 shown on this plat, with respect to the present location of said street; 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 said Plat of Armour Hills Gardens.

(B) Those parts of the residence which may project to the front of and be nearer to the front streets or 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:

Window Projections

(C) 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.

Miscellaneous Projections

(D) 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 feet.

Vestibule Projections

(E) 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.

Porch Projections

(F) Unenclosed, uncovered, or covered porches, and balconies, porte cocheres 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 cocheres and terraces, may project beyond the side building lines not to exceed ten feet. The J. C. Nichols Investment Company reserves the right to consent that the board of adjustment 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 Investment 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 hereby restricted, shall not occupy more than 80% 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 cornices, spoutings, brackets, pilasters, grill work, trellises and other similar projections for purely ornamental purposes, shall be set back at least four feet from both of the side lines of the lot on 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% 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 50% of the amount of such required setback; provided, however, that this reservation shall in no way whatsoever, affect the provision relative to the change in said 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 on any such lot as 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 be then 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 5.

SECTION 8.

Outbuildings Set Back from Streets

All outbuildings, except greenhouses, erected on any of the lots hereby restricted, 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 as 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, and provided further, that The J. C. Nichols Investment Company shall have and does hereby reserve the right in the sale and conveyance of any lots shown on said plat, to change the required location of any such outbuildings, and may, at any time, thereafter with the consent in writing of the then record owners of the fee simple title to any of the said lots, change any such required outbuilding location, on such lot or lots, 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 setback 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 the lots hereby restricted, shall occupy more than 50% 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 may 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 of more than one such outbuilding being erected on any 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 60% 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% of the width of the lot, measured along the rear line thereof; and provided, further, that the width of any outbuilding, other than a greenhouse, may, with the consent in writing of The J. C. Nichols Investment 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 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."

Section 11.

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 The J. C. Nichols Investment 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 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 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 The J. C. Nichols Investment Company.

Section 13.

Pergola Building Line

No pergola or any detached structure for purely ornamental purposes, may be erected

on any part of any lot hereby restricted, 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 14.

Duration of Restrictions

By the provisions of Section 13 of that Declaration of Restriction dated July 8, 1930, and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, in Book B 2979 page 316, governing the use of and erection of improvements on the lots shown on the recorded plat of Blocks 7 and 8 of Armour Hills Gardens, The J. C. Nichols Investment Company provided, among other things, that if, at its election, it should place similar and corresponding restrictions as are contained in said declaration of restrictions above referred to on all or any part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 48 Range 33, in Jackson County, Missouri, and on all or any part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5 Township 48 Range 33, in Jackson County, Missouri, exclusive of those parts thereof included in the plat of Blocks 7 and 8 of Armour Hills Gardens, the owners of those lots restricted by the provisions of that Declaration of Restrictions above referred to, should have a beneficial interest in such similar and corresponding restrictions and the owners of the land subsequently so restricted should have a beneficial interest in the restrictions contained in the aforesaid Declaration of Restrictions; and,

Whereas, by the terms and provisions of that Declaration of Restrictions, dated September 6, 1933 and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, in Book B. 3134 page 158, The J. C. Nichols Investment Company imposed on Lots 1, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 in Block 12, of Armour Hills Gardens, located in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8 Township 48 Range 33, in Jackson County, Missouri, restrictions similar and corresponding to the restrictions contained in the aforesaid Declaration of Restrictions dated July 8, 1930, and,

Whereas, the restrictions herein contained and the beneficial interest therein come within the meaning of the provisions of Section 13 of that Declaration of Restrictions dated July 8, 1930;

Now therefore, in consideration of the premises, The J. C. Nichols Investment Company hereby declares and agrees that the restrictions in this Declaration contained 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, 1930, and shall automatically be continued thereafter for successive periods of 25 years each in the manner provided in said Section 13 of the Declaration of Restrictions dated July 8, 1930 and referred to above. It is provided, however, that the owners of the fee simple

title to the majority of the front feet of that part of the following described land, to-wit: Blocks 7 and 8, of Armour Hills Gardens, the Northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 8 Township 48 Range 33, in Jackson County, Missouri, and the Southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 5 Township 48 Range 33, in Jackson County, Missouri, exclusive of those parts included in the plat of Blocks 7 and 8, of Armour Hills Gardens, which is then subject to restrictions similar and corresponding to those in this instrument contained, may release all of said land, which is then similarly and correspondingly restricted, from any one or more of said restrictions at the end of the first 25 year period or of any successive 25 year periods thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for said 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 any successive 25 year period thereafter.

It is provided, further, that any release so made shall apply to all of the land last above described which is similarly and correspondingly restricted as aforesaid; it being the intention that all of said land which is so restricted shall be similarly and correspondingly restricted for uniform and concurrent periods of time.

The J. C. Nichols Investment Company hereby declares that the restrictions herein contained and the restrictions contained in those Declarations of Restrictions dated July 8, 1930, and September 6, 1933, respectively, are similar and corresponding within the meaning of said instruments and this instrument. It is provided, that the restrictions herein contained and the restrictions contained in the Declarations of Restrictions dated July 8, 1930, and September 6, 1933, respectively, shall run and continue concurrently. It is the intention that the period of time during which the restrictions contained in the two Declarations of Restrictions referred to above and during which the restrictions herein contained shall remain in force, shall be uniform in like manner and effect as though all of said lots had been restricted at one time and by one instrument.

Section 14.

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, 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.

The owner or owners of the land hereby restricted and such other land as may be then correspondingly and similarly restricted as provided for in Section 13 of the aforesaid Declaration of Restrictions dated July 8, 1930, 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 J. C. Nichols Investment Company or the owner of any other lot or lots so 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. The J. C. Nichols Investment Company, may by appropriate agreement, assign, or convey to any person or corporation, all of the rights, restrictions 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, 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 this 6th day of June, 1934.

The J. C. Nichols Investment Company
By: J. C. NICHOLS, President.

(corporate seal)

State of Missouri, County of Jackson, ss:

On this 6th day of June, 1934, 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.

Attest hand and official seal.

F. A. Guy,

Notary Public, Jackson
County, Missouri.

(Seal)

Term expires February 26, 1938.