

DECLARATION OF RESTRICTIONS.

J. C. Nichols Land Company, et al.

Dated July 31, 1930.
Filed August 14, 1930
at 10:20 A. M.
Book B 2980, page 366.
#A451760.

Affecting Lots 9 to 16, both inclusive, in Block 4, and all of Blocks 7, 8, 9, 10 of Meyer Circle.

Whereas, The J. C. Nichols Investment Company and J. C. Nichols Land Company, both being corporations of Jackson County, Missouri, and others, have heretofore executed a plat of Meyer Circle, which plat was recorded on the 7th day of July, 1930, in the office of the Recorder of Deeds, of Jackson County, Missouri, at Kansas City, under Recorder's Document #A449089, and have heretofore dedicated to the public all of the streets, roads, terraces, parks and parkways, for street or park purposes, respectively, as are shown on said plat, and now desire to place certain restrictions on said lots for the use and benefit of the present owners and for their respective future grantees.

Now therefore, in consideration of the premises The J. C. Nichols Investment Company, and J. C. Nichols Land Company, respectively, and the other persons whose names are hereunto subscribed, for themselves and for their respective successors, heirs and assigns, and for their future grantees, hereby agree that all of said lots in Meyer Circle, shall be, and 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, road or parkway of whatever name, which is shown on the recorded plat of Meyer Circle, and which has been heretofore dedicated to the public for the purpose of a public street or for park 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 part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions here-

inafter set forth, or as set forth in the individual deeds from The J. C. Nichols Investment Company, and/or J. C. Nichols Land Company or from their respective 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, 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 lots in Meyer Circle shall be taken and held to agree and covenant with the owner of the lots shown on said plat, and with their respective successors, heirs 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, 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 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. Any residence erected on any of said lots 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 The J. C. Nichols Investment Company, or J. C. Nichols Land Company, as the case may be.

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 4:

Lots 9 to 16, both inclusive, on 65th Street.

In Block 7:

Lots 1 to 8, both inclusive, on 65th Street.
Lots 9 to 16 both inclusive, on 66th Street.

In Block 8:

Lots 1 to 8 both inclusive, on 66th Street.
Lots 9 to 17 both inclusive, on 66th Street Terrace.

In Block 9:

Lots 1 to 9 both inclusive, on 66th Street Terrace. Lots 10 to 19, both inclusive, on 67th Street.

In Block 10:

Lots 1 to 10, both inclusive, on 67th Street.

SECTION 3.**Frontage of Residences on Streets**

Any residence erected wholly or partially on any of the following lots, or any part or parts thereof, was 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:

In Block 4:

On Lot 9, on both 65th Street and Ward Parkway. On Lots 10 to 15, both inclusive, on 65th Street. On Lot 16 on both 65th Street and Valley Road.

In Block 7:

On Lot 1, both 65th Street and Valley Road. On Lots 2 to 7, both inclusive, on 65th Street. On Lot 8, on both 65th Street and Ward Parkway. On Lot 9, on both 66th Street and Ward Parkway. On Lots 10 to 15 both inclusive, on 66th Street. On Lot 16 on both 66th Street and Valley Road.

In Block 8:

On Lot 1, on both 66th Street and Valley Road. On Lots 2 to 7, both inclusive, on 66th Street. On Lot 8, on both 66th Street and Ward Parkway. On Lot 9, on both 66th Street Terrace and Wark Parkway. On Lots 10 to 16,

both inclusive, on 66th Street Terrace. On Lot 17, on both 66th Street Terrace and Valley Road.

In Block 9:

On Lot 1 on both 66th Street Terrace and Valley Road. On Lots 2 to 8, both inclusive, on 66th Street Terrace, on Lot 9, on both 66th Street Terrace and Ward Parkway. On Lot 10, on both 67th Street and Ward Parkway. On Lots 11 to 18, both inclusive, on 67th Street. On Lot 19, on both 67th Street and Valley Road.

In Block 10:

On Lot 1, on both 67th Street and Valley Road. On Lots 2 to 9, both inclusive, on 67th Street. On Lot 10 on both 67th Street 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 4:

On Lots 9 to 16 both inclusive, \$20,000.00.

In Block 7:

On Lots 1 to 16 both inclusive, \$20,000.00.

In Block 8:

On Lots 1 to 8, both inclusive, \$20,000.00.
On Lots 9 to 17 both inclusive, \$15,000.00.

In Block 9:

On Lots 1 to 9, both inclusive, \$15,000.00.
On Lots 10 to 19, both inclusive, \$15,000.00.

In Block 10:

Lots 1 to 10, both inclusive, \$15,000.00.

SECTION 5.**Ground Frontage Required**

Any residence erected on any of the following lots, 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 feet of ground fronting on the street upon which the lot or part or parts thereof, front, as follows:

In Block 4:

On Lots 9 to 15, both inclusive, 100 feet.
On Lot 16, 99 feet.

In Block 7:

On Lots 1 to 8, both inclusive, 100 feet. On Lots 9-16, both inclusive, 90 feet.

In Block 8:

On Lots 1 to 8, both inclusive, 90 feet. On Lot 9, 90 feet. On Lots 10 to 17 both inclusive, 75 feet.

In Block 9:

On Lots 1 to 8, both inclusive, 75 feet. On Lots 9 and 10, 90 feet. On Lots 11 to 19, both inclusive, 75 feet.

In Block 10:

On Lots 1 to 9, both inclusive, 75 feet. On Lot 10, 90 feet.

All measurements shall be on the front line of the Lot. It is provided, however, that The J. C. Nichols Investment Company, or J. C. Nichols Land Company, as the case may be, 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 10 feet below the minimum number of feet required for each residence as set forth above.

SECTION 6.

Set-Back of Residences 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 said plat of Meyer Circle, on the lot or lots on which such residence may be erected, provided however, that The J. C. Nichols Investment Company or J. C. Nichols Land Company, as the case may be, 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 or owners of the fee simple title to any such lot or lots 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 or 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 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 re-locating 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 said plat, with respect to the present location of said street, provided further, that The J. C. Nichols Investment Company, or J. C. Nichols Land Company, as the case may be, 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 Meyer Circle.

(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 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 10 feet. The J. C. Nichols Investment Company and J. C. Nichols Land Company as the case may be, shall have and do hereby reserve the right to consent that the board of adjustment may modify the provisions of the Zone Ordinance (See Ordinance #45608 of Kansas City, Mis-

souri) 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 or J. C. Nichols Land Company, as the case may be.

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, whichever line is of greater length, and any such residence, exclusive of spoutings, brackets, pilasters, grill work, trellises and other similar projections for purely ornamental purposes, shall be set back at least 6 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 the said lots, may with the consent in writing of The J. C. Nichols Investment Company or J. C. Nichols Land Company as the case may be, 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 The J. C. Nichols Investment Company or J. C. Nichols Land Company as the case may be, 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 as long as said residence is maintained thereon, and the same provisions 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. No tank for the storage of fuel may be maintained thereon above the surface of the ground, without the consent in writing of The J. C. Nichols Investment Company, or J. C. Nichols Land Company as the case may be.

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. No outbuilding, or part or parts thereof, except those projections set forth in paragraphs "C" and "D" of Section 6, may be erected or maintained on any of the lots, or part or parts thereof therein restricted, which is not wholly within 35 feet of the rear line in writing of The J. C. Nichols Investment Company or J. C. Nichols Land Company, as the case may be, and in addition to the above, if erected on any corner lot, no part or parts of said outbuilding may be erected or maintained thereon which is not wholly within 35 feet of that side of said lot farthest from the adjoining side street without the written consent of The J. C. Nichols Investment Company or J. C. Nichols Land Company, as the case may be. 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 change in the required location of outbuildings.

SECTION 9.

Outbuildings Free Space Required

Subject to the conditions hereinafter set forth, no buildings, 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 The J. C. Nichols Investment Company or J. C. Nichols Land Company, as the case may be. 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 The J. C. Nichols Investment Company, or J. C. Nichols Land Company, as the case may be, provided, further, that the combined width of greenhouses, and other out-

buildings 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 The J. C. Nichols Investment Company or J. C. Nichols Land Company as the case may be, 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 outbuildings, other than greenhouses, may, with the consent in writing of The J. C. Nichols Investment Company or J. C. Nichols Land Company, as the case may be, 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.

Bill Boards Prohibited

No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of said lots without the consent in writing of The J. C. Nichols Investment Company or J. C. Nichols Land Company, as the case may be, 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 signboard 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 12.

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 written consent of The J. C. Nichols Investment Company or J. C. Nichols Land Company, as the case may be.

SECTION 13.

Duration of Restrictions

Each of the restrictions set forth above shall continue and be binding upon the present owners of the land hereby restricted and upon their respective successors, heirs and assigns for a period of 25 years from January 1st, 1920, and shall automatically be continued thereafter for successive periods of 25 years each, unless released in accordance with the provisions hereinafter set forth.

Whereas, by the terms of Section 13 of a certain Declaration of Restrictions dated July 22, 1929, executed by J. C. Nichols Land Company and others and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, in Book B. 2917 page 187, it was provided that if at any time J. C. Nichols Land Company and/or The J. C. Nichols Investment Company should place similar and corresponding restrictions on certain land in said Section 13 described, of which the land hereby restricted is a part, then and in that event, the owners of the lots in Block (3) and the owners of Lots 1 to 8 both inclusive, in Block 4 of Meyer Circle, shall be deemed to have a beneficial interest in the restrictions so placed on said land, or any part thereof, provided, that the owners of the land now restricted by this instrument should acquire a beneficial interest in the restrictions imposed by said Declaration dated July 22, 1929, on Block 3 and Lots 1 to 8, both inclusive, in Block 4 of Meyer Circle.

Now therefore, subject to the conditions hereinafter set forth, the owners of the lots in Block (3) and the owners of Lots 1 to 8 both inclusive, in Block 4 of Meyer Circle, shall be deemed to have a beneficial interest in the restrictions in this instrument set forth; and the owners of Lots 9 to 16 both inclusive in Block 4, and the owners of the lots in Block 7, 8, 9 and 10 both inclusive, of Meyer Circle, shall be deemed to have a beneficial interest in the restrictions heretofore imposed by Declaration dated July 22, 1929, upon the lots in Block 3 and Lots 1 to 8 both inclusive, in Block 4 of Meyer Circle, and the restrictions herein set forth shall continue and be binding upon the present owners of said land and upon their respective successors, heirs, and assigns, for the period or extended periods of time as above stipulated, Provided, however, that the owners of the fee simple title to the majority of the front feet of the lots in Blocks 3, 4, 7, 8, 9 and 10 of Meyer Circle, may release all of the land hereby restricted and heretofore restricted by said instrument dated July 22, 1929, from any one or more of said restrictions at the end of the first 25 year period or any successive 25 year period 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 any successive 25 year period thereafter, provided, however, that the same privilege of release be exercised as to the similar and corresponding restrictions then of record affecting any of the lots in Block 3 and Lots 1 to 8 both inclusive, in Block 4 of Meyer Circle to the end that all of the similar and corresponding restrictions on all of the lots in Blocks 3, 4, 7, 8, 9 and 10 of Meyer Circle be extended or released in the same way and for the same period of time. Nothing herein contained, however, shall be construed to give to any of the owners of any of the lots in Blocks 3, 4, 7, 8, 9 and 10 of Meyer Circle, any interest in or right to release or enforce any restrictions which have been heretofore or may hereafter be imposed on any of the lots in any of said blocks by the individual warranty deeds conveying said lots, the sole and exclusive right to enforce, waive, modify, release or assign all such supplemental or additional restrictions being reserved by The J. C. Nichols Investment Company; and/or J. C. Nichols Land Company, as the case may be, for themselves and for their respective successors or assigns.

Wherever in this instrument a right is reserved or a reservation is made by J. C. Nichols Land Company and/or The J. C. Nichols Investment Company, as the case may be, that right or reservation shall be construed to have been reserved or made by which ever of said companies is at the date of the execution of this instrument the owner of the lot or lots with reference to which such right is reserved or reservation is made.

SECTION 14.

Right to Enforce

The restrictions herein set forth shall run with the land and bind the present owners, their respective heirs, successors and assigns, and all parties claiming by, through and under them, shall be taken to hold, agree and covenant with the owners of said lots, their respective heirs, successors 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 land shall have the right to sue for, and obtain an injunction, prohibitive or mandatory, to present 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, and/or J. C. Nichols Land Company, as the case may be, 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 viola-

tion shall in no event be deemed to be a waiver of the right to do so thereafter. The J. C. Nichols Investment Company, and/or J. C. Nichols Land Company, as the case may be, 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 through 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 and J. C. Nichols Land 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, and Joseph B. Wally and Edna I. Wally, his wife, have hereunto set their hands and seals this 31st day of July, 1930.

J. C. Nichols Land Company,

By J. C. Nichols, President.

(Corporate seal)

Owner of Lots 9 to 16 both inclusive, in Block 4 of Meyer Circle.

The J. C. Nichols Investment Company,

By J. C. Nichols, President.

(Corporate seal)

Owner of all of Blocks 7 to 10 both inclusive, in Meyer Circle except Lot 1 in Block 8 of Meyer Circle.

Joseph H. Wally (Seal)

Edna I. Wally (Seal)

Owners of Lot 1 Block 8 of Meyer Circle.

State of Missouri, County of Jackson, ss:

On this 4th day of August, 1930, 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 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.

(Seal.)

F. A. Guy,
Notary Public.

Term expires Feb. 25, 1934.

State of Missouri, County of Jackson, ss:

On this 4th day of August, 1930, 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, 1934.

(Seal.)

F. A. Guy,
Notary Public, in and
for said County and
State.

State of Minnesota, County of Douglas, ss:

On this 2nd day of August, 1930, before me the undersigned, a Notary Public, personally appeared Joseph H. Wally and Edna I. Wally, 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 Douglas County, Minnesota, the day and year last above written.

(Seal.)

M. A. Lukken,
Notary Public, Douglas
Co., Minn.

Term expires July 25, 1935.