

**HAMPSTEAD GARDENS****(Blocks 1-9)**

With restrictions.

Plat. Dated Dec. 20, 1916. Filed Jan. 17, 1917. at 3:35 P. M. No. 1154974. Plat Book B19, Page 12.

This is a subdivision of (all that part of Section 6, Township 48, Range 33, in Kansas City, Jackson County, Missouri, more particularly described as follows, to-wit: Beginning at the Northwest corner of the Northeast  $\frac{1}{4}$  of said section 6; running thence East along the North line of said  $\frac{1}{4}$  section a distance of 1185.4 feet to a point in the West line of Summit Street; thence South along the West line of Summit Street a distance of 1261.08 feet to a point; thence West along a line parallel to the North line of said  $\frac{1}{4}$  section a distance of 1187.17 feet to a point in the West line of said  $\frac{1}{4}$  section; thence North along the West line of said  $\frac{1}{4}$  section a distance of 1261.08 feet to the point of beginning, which subdivision and plat shall hereafter be known and designated as Hampstead Gardens, an Addition in Kansas City, Missouri.)

**Dedication of Streets**

Ward Parkway has heretofore been dedicated to Kansas City for parkway purposes. All of the streets, roads, terraces, avenue and court shown on this plat which have not been heretofore dedicated for the purposes of a public street are hereby so dedicated, and all parks or parkways within the limits of said streets are dedicated for park or parkway purposes.

**Billboards May Be Prohibited**

The J. C. Nichols Land Company may at any time, and Kansas City may at any time by ordinance, prohibit the construction or maintenance of billboards or advertising boards or structures exceeding 5 square feet in size for the display, posting, painting or printing of signs or advertisements on all lots which are hereby restricted, and all rights for damages on account of such prohibition are hereby expressly waived.

**Definitions of Terms Used**

For the purpose of these restrictions, the word "street" shall mean any street, avenue, parkway, "out-building" shall mean an enclosed, covered structure not directly attached to the residence terrace or court shown on this plat; the word to which it is appurtenant.

**Easements Reserved**

The J. C. Nichols Land Company does hereby give and grant to Kansas City, Missouri, the right

to locate, construct and maintain sewers on all sewer rights of way shown on this plat, and it does hereby reserve the right to locate, construct and maintain or authorize the location, construction and maintenance of conduits for any and all purposes, water, sewer and gas mains, poles and wires, or all or any of them, and to excavate for such purposes on all rights of way and sewer rights of way shown on this plat, provided, however, that this right shall in no way interfere with the right of Kansas City to build and maintain sewers along the sewer rights of way herein granted to it. It is provided, however, that the J. C. Nichols Land Company may release any of the lots from the easements or rights of way shown hereon, which it reserves to itself, at any time prior to the granting to any other person or corporation of its right or interest in said easements or rights of way.

**Persons Bound By These Restrictions**

All persons or corporations who now own or shall hereafter acquire any interest in any of the lots in this Addition shall be taken and held to agree and covenant with the owner of the lots shown on this plat 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 June 1, 1914, provided however, that none of the restrictions hereinafter set forth shall in any way whatever affect any of Lots 6 to 10 inclusive in Block 6.

**Use of Land**

That none of said lots shall be improved, used nor occupied for other than private residence purposes, and no flat nor apartment house, though intended for residence purposes, may be erected thereon. Each residence erected thereon shall be designed for occupancy by a single family.

**Frontage of Lots**

That for the purpose of these restrictions all of lots 1 to 5 inclusive in Block 1 and all of Lots 1 to 4 inclusive in Block 9 shall be deemed to front on 59th Street; all of Lots 6 to 12 inclusive in Block 1, all of Lots 1 to 6 inclusive in Block 2, all of Lots 1 to 4 inclusive in Block 8 and all of Lots 5 to 7 inclusive in Block 9, shall be deemed to front on 59th Street Terrace; all of Lots 7 to 13 inclusive in Block 2, all of Lots 1 to 5 inclusive in Block 3, Lot 7, in Block 7 and all of Lots 10 to

14 inclusive in Block 8, shall be deemed to front on Huntington Road; all of Lots 10 to 15 inclusive in Block 3, all of Lots 1 to 5 inclusive in Block 4, all of Lots 2 to 4 inclusive in Block 6, and Lot 5 in Block 7, shall be deemed to front on 60th Street Terrace; all of Lots 7 to 11 inclusive in Block 4, all of Lots 1 to 3 inclusive in Block 5 and Lot 11 in Block 6 shall be deemed to front on 61st Street; all of Lots 6 to 9 inclusive in Block 3 and all of Lots 1 to 4 inclusive in Block 7 shall be deemed to front on Belleview Avenue; Lot 6 in Block 4 and Lot 1 in Block 6 shall each be deemed to have 50 feet frontage of ground fronting on Belleview Avenue; Lot 5 in Block 6, and Lots 5, 6, 8, and 9, in Block 8, shall be deemed to front on Ward Parkway, and Lot 7 in Block 8 shall be deemed to front on Penrhyn Court.

### Frontage of Residences on Streets

That any residence erected on Lots 2 to 4 inclusive in Block 1, and on Lots 2 and 3 in Block 9, shall front on 59th Street; that any residence erected on Lots 7 to 11 inclusive, in Block 1, on Lots 2 to 5 inclusive in Block 2, on Lots 2 to 4 inclusive in Block 8, and on Lots 5 and 6 in Block 9 shall front on 59th Street Terrace; any residence erected on Lots 8 to 12, inclusive in Block 2, on Lots 2 to 5 inclusive in Block 3, on Lot 7, in Block 7 and on Lots 10 to 13, inclusive in Block 8 shall front on Huntington Road; any residence erected on lots 10 to 14 inclusive in Block 3, on Lots 2 to 5 inclusive in Block 4, on Lots 2 to 4 inclusive in Block 6 and on Lot 5 in Block 7, shall front on 60th Street Terrace; any residence erected on Lots 7 to 10 inclusive in Block 4, on Lots 1 to 3 inclusive in Block 5 and on Lot 11 in Block 6, shall front on 61st Street; any residence erected on Lots 7 and 8 in Block 3, on Lot 6 in Block 4, on Lot 1 in Block 6 and on Lots 2 and 3 in Block 7 shall front on Belleview Avenue, and any residence erected on any corner lots shall present a good frontage on both streets adjacent to or contiguous to such corner lots.

### Required Cost of Residence

That any residence erected on Lot 5 in Block 8 and on Lots 1 to 4 inclusive in Block 9 shall cost not less than \$10,000.00; any residence erected on Lots 2 to 6 inclusive in Block 1, on Lots 6 and 7 in Block 2, on Lot 6 in Block 3, on Lot 5 in Block 6, on Lots 1, 6, and 7 in Block 7, on Lots 1 to 4 inclusive and 6 to 14 inclusive, in Block 8 and on Lots 5 to 7, inclusive in Block 9, shall cost not less than \$7,500.00; any residence erected on Lot 1 and Lots 7 to 12 inclusive in Block 1, on Lots 1 to 5 inclusive and 8 to 13 inclusive in Block 2, on Lots 1 to 5 inclusive and Lots 7 to 9 inclusive in Block 3, on Lots 2 to 4 inclusive in Block 6 and on Lots 2 to 5 inclusive in Block 7 shall cost not less than \$6,000.00, and any residence erected on any of the remaining lots which are hereby restricted shall cost not less than \$5,000.00.

### Ground Frontage Required

That any residence erected on any of Lots 1 to 5 inclusive in Block 1, Lot 5 in Block 6, Lots 1 to 6 inclusive and Lots 8 and 9, in Block 8, and Lots 1 to 7 inclusive in Block 9 shall have appurtenant thereto not occupied by any other residence at least 75 feet frontage of ground fronting on the street on which the lot fronts; that any residence erected on Lots 6 to 9 inclusive in Block 3 and on Lots 1 to 4 inclusive in Block 7 shall have appurtenant thereto not occupied by any other residence at least 65 feet frontage of ground fronting on the street on which the lot fronts; that any residence erected on any of Lots 6 to 10 inclusive in Block 1, Lots 1 to 13 inclusive in Block 2, Lots 1 to 5 inclusive in Block 3, Lots 2 to 4 inclusive in Block 6, and on Lots 10 to 14 inclusive in Block 8 shall have appurtenant thereto not occupied by any other residence at least 60 feet frontage of ground fronting on the street on which the lot fronts, and that any residence erected on any of Lots 11 and 12 in Block 1, Lots 10 to 15 inclusive in Block 3, Lots 1 to 11 inclusive in Block 4, Lots 1 to 3, inclusive in Block 5, and on Lots 1, and 11 in Block 6, and on Lot 5, and Lot 7 in Block 7, shall have appurtenant thereto not occupied by any other residence at least 50 feet frontage of ground fronting on the street on which the lot fronts.

### Set-Back of Residences from Street

That no part of any residence, except as hereinafter provided shall be erected or maintained on any of said lots nearer to the front street line or the side street line than the front building line or the side building line designated on this plat; provided, however, that any such residence, erected on Lot 9, in Block 1 shall be set back at least 36 feet from the South line of said lot. The J. C. Nichols Land Company reserves the right in the sale and conveyance of any of the lots shown on this plat to change any building line shown thereon, and may at any time thereafter with the consent of the then record owner of the fee simple title to any such lot, change any such building line, which is shown hereon, 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 of any residence, exclusive of those projections hereinafter set forth, more than 5 feet nearer to front street line or the side street line than is shown on any of said lots or as may be established by it in the sale and conveyance of any of the lots which are herein restricted.

### Window Projections

That bay or bow or oriel, dormer and other projecting windows and stairway landings, other than full two-story or three story bay or bow or oriel windows or stairway landings, may project beyond the front building lines and side building lines not to exceed 5 feet.

### Miscellaneous Projections

That cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections and any projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed 5 feet.

### Vestibule Projections

That any vestibule not more than one story in height may project beyond the front building lines and side building lines not to exceed 6 feet.

### Porch Projections

That unenclosed, uncovered, or covered porches and balconies, porte cocheres and terraces may project beyond the front building line not to exceed 15 feet, on corner lots; any porches or balconies, covered or uncovered, enclosed or unenclosed, porte cocheres and terraces may project beyond the side building line not to exceed 10 feet; provided, however, that any such porches or porte cocheres or balconies, covered or uncovered, enclosed or unenclosed, may project beyond the side building line on Summit Street not to exceed 5 feet, and provided further, that no enclosed porch or balcony may be built nearer than 20 feet to Bellevue Avenue, North of Huntington Road.

### Free Space Required

That any residence, exclusive of the projections set forth in paragraphs numbered 7, 8, 9 and 10, erected on any of the lots the required frontage of which is 75 feet shall not occupy more than 60 percent of the width of the lot on which it is erected, measured on the front building line, or front building line produced; that any residence, exclusive of said projections, erected on any lots the required frontage of which is 60 feet or more and less than 75 feet shall not occupy more than 65 percent of the width of the lot upon which it is erected, measured on the front building line or front building line produced; that any residence, exclusive of said projections, erected on any lots the required frontage of which is 50 feet or more and less than 60 feet shall not occupy more than 75 per cent of the width of the lot upon which it is erected measured on the front building line or front building line produced and any residence, exclusive of said projections erected on any of said lots shall be at least 4 feet from both of the side lines of the lot or lots upon which such residence is erected. In the case where two or more lots are used for single residence tracts then the side lines of the tract shall for the purpose of construing the provisions of this paragraph, be deemed to be the side lines.

### Set-Back of Outbuildings From Street

Any outbuildings 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. Any outbuildings, exclusive of those projections set forth in paragraphs numbered 7 and 8 shall be set back at least 80 feet from the front line of the lot upon which it is erected, and any such outbuilding shall be set back at least 25 feet from any side street line; provided, however, that the J. C. Nichols Land Company may in the sale and conveyance of any of said lots change any such building lines and may at any time thereafter with the consent of the then record owner of the fee simple title to any such lot change any such building lines; provided further, however, that no change may be made which will permit the erection of any outbuildings more than 15 feet nearer to the front street line or more than 5 feet nearer to the side street line than is herein prescribed.

### Free Space for Outbuildings

Any outbuilding, exclusive of the projections set forth in paragraphs numbered 7 and 8 shall not occupy more than 50 percent of the width of the lot upon which such outbuilding is erected, measured along the rear line thereof; provided, however, that an outbuilding 30 feet in width may be erected on Lot 4, in Block 6.

### Pergolas Permitted

That no pergola nor any detached structure for purely ornamental purposes may be erected on any part of any lot in front of a line 10 feet in front of the front building line without the written consent of the J. C. Nichols Land Company.

### 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."*

### Duration of Restrictions

Each of the restrictions above set forth shall continue and be binding upon the J. C. Nichols Land Company and upon its successors and assigns for a period of 25 years from June 1, 1914, and shall automatically be continued thereafter for successive periods of 20 years each; provided, however, that the owners of the fee simple title of a majority of the front feet of the lots in this addition which are hereby restricted may release all of the land hereby restricted from any one or more of said restrictions at the end of this first 25 year period or of any successive 20 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 Recorder of Deeds of Jackson County, Missouri, at least 5 years prior to the expiration of this first 25 year period or of any 20 year period thereafter.

**Right to Enforce**

That 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 each of them, to comply with and observe said restrictions as to that use of said lots and the construction of the 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 lots; and the owner or owners of any of the above lots 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, and failure by the J. C. Nichols Land Company, or the owner or owners of any other lot or lots in this addition to enforce any of the restrictions herein set forth, shall in no event be deemed to be a waiver of the right to do so thereafter.

In Witness Whereof, the J. C. Nichols Land Company, has by authority of its Board of Directors, caused this instrument to be signed by its President, and its corporate seal to be hereto affixed, this 20th day of Dec., 1916.

J. C. NICHOLS LAND COMPANY,  
By J. C. Nichols, President.  
(Corporate Seal)