

Plat of Blocks 1 and 2,

Meyer Circle

Filed Feb. 16, 1926, at 3:23 P. M.

Plat Book B 23, Page 8.

No. A-271903.

This is a subdivision of all that part of the Southeast quarter of Section 6, Township 48, Range 33, lying North of the North line of Meyer Blvd. as now established in Kansas City, Missouri, and lying West of the West line of Summit Street and Valley Road as shown on the plat of Blocks 3 and 4 Greenway Fields, except that portion heretofore taken or deeded for Street or Boulevard purposes.

The undersigned proprietors of the above described Tract of Land has caused the same to be subdivided in the manner represented on the accompanying plat which subdivision and plat shall hereafter be known as "MEYER CIRCLE."

Kansas City is hereby given the right to locate, construct and maintain or authorize the location, construction and maintenance of conduits, water, gas and sewer pipes, poles and wires or any or all of them upon the rear four feet of all lots in this addition and over and under the side four feet of any lot or lots which adjoins the rear of another lot or lots is hereby granted; also additional easement as shown on plat.

All streets shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

The J. C. Nichols Land Company does further consent that Kansas City may, in the Ordinance approving this plat or at any time thereafter, by ordinance, prohibit the construction or maintenance of bill boards or advertising boards or

structures for the posting, painting or printing of signs or advertisements on property within the limits of the addition and for its successors and assigns it hereby waives all damages or remuneration on account of such prohibition, provided, however, that such ordinance shall only prohibit bill boards or advertising boards or structures exceeding five (5) square feet in size.

In Testimony Whereof the J. C. Nichols Land Company has caused these presents to be signed by its President, attested by its Secretary and its Corporate Seal to be hereto affixed, and the undersigned proprietors have hereunto subscribed their names.

Sanford M. Brown } Owners of Lot 7, Block 1.
Lulu E. Brown }

Arthur G. Black } Owners of Lot 8, Block 1.
Adele O. Black }

R. V. Aycock } Owners of Lot 10, Block 2.
Irene S. Aycock }

Bert L. Hupp } Owners of Lot 13, Block 2.
Marie P. Hupp }

Owners of all except Lots 7, 8, Block 1 and Lots 10 and 13, Block 2.

J. C. Nichols Land Company (Seal)

By J. C. Nichols, President.

Attest: Max T. Stone, Secretary.

Here follows certificates of acknowledgment in usual form and certificates of City Departments as to approval of plat.

Declaration of Restrictions Affecting Blocks 1 and 2, Meyer Circle

Filed February 16, 1926, at 3:24 P. M.

Book B-2635, Page 26, No. A-271904.

WHEREAS, the J. C. Nichols Land Company, a corporation, and others having heretofore executed a plat of Meyer Circle, which plat was recorded on 16th day of February, 1926, in Book B-23 of plats at page 8 in the office of the Recorder of Deeds of Jackson County, Missouri, and having heretofore dedicated to the public all of the streets, terraces, parks and parkways shown on said plat for use by the public for street, park or parkway purposes respectively, now desire to place certain restrictions on said lots for the use and benefit of the present owners and the future grantees of said owners. Now therefore, in consideration of the premises, the J. C. Nichols Land Company for itself and for its successors and assigns, and for its future grantees hereby agrees that all of Lots 1 to 6, both inclusive, and Lots 9 to 19, both inclusive in Block 1 and all of Lots 1 to 9, both inclusive, Lots 11 and 12 and 14, in Block 2 of 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, parkway, boulevard or road of whatever name which is shown on the plat of Meyer Circle and which has been heretofore dedicated to the public for the purpose of a public street or for park or parkway or boulevard purposes. The word "out-building" 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 Land 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 any of the above mentioned lots shall be taken to hold and agree and covenant with the owners of the said lots and with their heirs and 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, 1920, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

Section One.

Use of Land

None of said lots 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 thereon shall be designed for occupancy by a single family. Any residence erected thereon 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 J. C. Nichols Land Company.

Section Two.

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 One.

Lots 1 to 6, both inclusive, and Lots 9 and 10 on 63rd Street. Lots 11 to 19, both inclusive on Greenway Terrace.

In Block Two.

Lots 1 to 7, both inclusive on Greenway Terrace. The North 125 feet of Lot 8 measured along the East line thereof, on Greenway Terrace. The South 125 feet of Lot 8 measured along the East line thereof, on Meyer Blvd. Lots 9, 11, 12 and 14 on Meyer Boulevard.

Section Three.

Frontage of Residence 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 front or present a good frontage on the streets designated as follows:

In Block One.

On Lot 1 on both 63rd Street and Summit Street. On Lots 2 to 6, both inclusive, on 63rd Street. On Lot 9 on 63rd Street. On Lot 10 on both 63rd Street and Ward Parkway. On Lot

11 on both Greenway Terrace and Ward Parkway. On Lots 12 to 18, both inclusive, on Greenway Terrace. On Lot 19 on both Greenway Terrace and Valley Road.

In Block Two.

On Lot 1 on both Greenway Terrace and Valley Road. On Lots 2 to 7, both inclusive on Greenway Terrace. On the North 125 feet of Lot 8 measured along the East line thereof, on both Greenway Terrace and Ward Parkway. On the South 125 feet of Lot 8, measured along the East line thereof, on both Meyer Boulevard and Ward Parkway. On Lots 9, 11 and 12 on Meyer Boulevard. On Lot 14 on both Meyer Boulevard and Valley Road.

Section Four.

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 One.

On Lots 1 to 6, both inclusive, \$15,000.00. On Lot 9, \$20,000.00. On Lots 10 and 11, \$25,000. On Lot 12, \$20,000.00. On Lots 13 to 19, both inclusive, \$15,000.00.

In Block Two.

On Lots 1 to 6, both inclusive, \$15,000.00. On Lot 7, \$20,000. On Lot 8, \$25,000.00. On Lots 9, 11 and 12, \$25,000.00. On Lot 14, \$20,000.

Section Five.

Ground Frontage Required

Any residence or part or parts thereof erected on any of the said lots 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 One.

On Lot 1 at least 65 feet, on Lots 2 to 6, both inclusive, and on Lot 9 at least 90 feet. On Lots 10 to 19, both inclusive, 100 feet.

In Block Two.

On Lots 1 to 4, both inclusive, 100 feet. On Lots 5 to 7, both inclusive, 125 feet. On Lots 8 and 9, 125 feet. On Lots 11 and 12, 115 feet. On Lot 14, 100 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 Land 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 feet below the minimum number of feet required with each residence as set forth above.

Section Six.

Setback 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 the plat of Meyer Circle on the lot or lots on which such residence may be erected, provided, however, that J. C. Nichols Land 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 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 feet nearer to the front street or the side street than is the front building 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, and in case of the 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 street than are the building lines on said plat with reference to the present location of said street, and provided further that J. C. Nichols Land Company shall have the same privilege of changing the location of any such new building line so established as it has in the case of those shown on said plat.

(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 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.

(d) Miscellaneous Projections:

Cornices, spoutings, chimneys, brackets, pilasters, grill works, 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.

(e) Vestibule Projections:

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.

(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 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.

Section Seven.**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 Six, 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 those projections referred to in paragraphs "c" and "d" of Section Six, shall be set back at least six 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 Land 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 set back from the side lines of the lot as herein provided, may with the consent in writing of J. C. Nichols Land Company be reduced by not to exceed 33 1/3% of the amount of any such required set back, provided, however, that this reservation shall in no way whatever affect the provision relative to the change of side building lines as set forth in Section Six 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 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 by Section Five.

No tank for storage of fuel may be maintained thereon above the surface of the ground without the consent in writing of J. C. Nichols Land Company.

Section Eight.**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. Any outbuildings erected on Lot 8 in Block 2 shall be set back at least 100 feet from any adjoining street.

Any outbuildings, exclusive of those projections set forth in paragraphs "c" and "d" of Section Six 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 25 feet of that side of the lot farthest from the adjoining side street; provided, however, that J. C. Nichols Land Company shall have and does hereby reserve the right in the sale and conveyance of any of the lots shown on this plat, to change the required location of any such outbuildings and may at any time thereafter, with the consent in writing of the then owners of the fee simple title to any of said lots, change any such required outbuilding location 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 Six, relative to the set back 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 Nine.**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 Six, 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 J. C. Nichols Land Company. 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 J. C. Nichols Land 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 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 J. C. Nichols Land 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 greenhouses, may, with the consent in writing of J. C. Nichols Land 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 Seven 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 outbuilding as to the residence to which such outbuildings are appurtenant.

Section 10. Ownership by Negroes Prohibited

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C "Repealed by Board of Directors under and pursuant to Senate Bill 168, 93rd General Assembly, 2005, signed by Governor of the State of Missouri on July 12, 2005, and codified as Sec. 213.041 RSMo, 2000, as amended or to 2005."

Section Eleven.

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 consent in writing of J. C. Nichols Land Company.

Section Twelve.

Duration of Restrictions

Each of the restrictions above set forth shall continue and be binding upon J. C. Nichols Land Company, and upon its successors 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, provided, however, that the owners of the fee simple title to the majority of the front feet of the lots in Meyer Circle including Lots 7 and 8 in Block 1 and Lots 10 and 13 in Block 2 may release all of the land hereby and heretofore restricted from any one or more of the restrictions herein or

heretofore set forth at the end of this first 25 year period or of any successive 25 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 25 year period thereafter.

Section Thirteen.

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, 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 actions for damages, and failure of 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 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 Land 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 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 on the 12th day of February, 1926.

(Seal)

J. C. Nichols Land Company,

J. C. NICHOLS, President.

Here follows certificate of acknowledgment in usual form.