

58845

DECLARATION OF RESTRICTIONS

WHEREAS, J. C. NICHOLS COMPANY, a Corporation, has heretofore executed a plat of parts of Blocks 6, 7, 8, 9 and 11, of Corinth Hills, which plat was recorded on the 17th day of June, 1958, under Document No. 553978, in Plat Book 20, at Page 68, in the office of the Register of Deeds of Johnson County, Kansas, and has heretofore dedicated to the public all of the streets, avenues, drives and parks for street, road or park purposes, respectively, as are shown thereon; and

WHEREAS, J. C. Nichols Company now desires to place certain restrictions on all of the lots which are shown on said plat of Corinth Hills, all of which restrictions shall be for the use and benefit of the present owner and its future grantees.

NOW, THEREFORE, In consideration of the premises, J. C. Nichols Company, for itself and for its successors and assigns, and for its and their future grantees, hereby declares that Lots 16 to 29, both inclusive, and Lots 33 to 51, both inclusive, in Block 6, and Lots 10 to 18, both inclusive, and Lots 43 to 62, both inclusive, in Block 7, and Lots 4 to 7, both inclusive, in Block 8, and Lot 5-A and Lots 6 to 19, both inclusive, in Block 9, and Lot 2, in Block 11, of Corinth Hills, as shown on the aforesaid plat, shall be and the same are hereby restricted as to their use in the manner herein-after set forth.

**DEFINITION OF TERMS USED.**

For the purpose of these restrictions, the word "street" shall mean any road, avenue, street or drive of whatever name, which is shown on the said recorded plat of Corinth Hills, and which has been heretofore dedicated to the public for the purpose of a public street.

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 any 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 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 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 the above enumerated lots hereby restricted shall be taken to hold and agree and covenant with the owner of said lots, 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 time ending on January 1st, 1980, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

**SECTION 1. USE OF LAND.**

None of the lots hereby restricted 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 on any of the lots hereby restricted 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 indicated in this Section, shall be deemed to front on the streets designated, as follows:

**IN BLOCK 6:** Lots 16 to 29, both inclusive, on Rosewood Drive.  
Lots 33 to 51, both inclusive, on Juniper Drive

**IN BLOCK 7:** Lots 10 to 18, both inclusive, on Roe Avenue.  
Lots 43, 44 and 45, on 81st Street.  
Lots 46 to 62, both inclusive, on Juniper Drive.

IN BLOCK 8: Lots 4 and 5, on Roe Avenue  
Lots 6 and 7, on 80th Street.

IN BLOCK 9: Lot 5-A and Lots 6 to 16, both inclusive, on Rosewood Drive.  
Lots 17, 18 and 19, on Roe Avenue.

IN BLOCK 11: Lot 2, on Rosewood Drive.

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 lot it shall mean that the residence shall front or present a good frontage on the streets designated, as follows:

IN BLOCK 6: On Lots 16 to 28, both inclusive, on Rosewood Drive.  
On Lot 29, on both Rosewood Drive and Roe Avenue.  
On Lot 33, on both Juniper Drive and Roe Avenue.  
On Lots 34 to 51, both inclusive, on Juniper Drive.

IN BLOCK 7: On Lot 10, on both Roe Avenue and 79th Street.  
On Lots 11 to 17, both inclusive, on Roe Avenue.  
On Lot 18, on both Roe Avenue and 80th Street.  
On Lots 43 and 44, on 81st Street.  
On Lot 45 on both 81st Street and Roe Avenue.  
On Lot 46, on both Juniper Drive and Roe Avenue.  
On Lots 47 to 62, both inclusive, on Juniper Drive.

IN BLOCK 8: On Lot 4, on both Roe Avenue and 81st Street.  
On Lot 5, on Roe Avenue.  
On Lot 6, on both 80th Street and Roe Avenue.  
On Lot 7, on 80th Street.

IN BLOCK 9: On Lot 5-A, on both Rosewood Drive and Juniper Street.  
On Lots 6 to 15, both inclusive, on Rosewood Drive.  
On Lot 16, on both Rosewood Drive and Roe Avenue.  
On Lots 17 and 18, on Roe Avenue.  
On Lot 19, on both Roe Avenue and 83rd Street.

IN BLOCK 11: On Lot 2, on both Rosewood Drive and Juniper Street.

It is provided, however, that if any part less than the whole of any corner lot is acquired by the owner of an inside lot contiguous to said corner lot, then, as to the part of such corner lot so acquired, the provisions hereof requiring a residence erected on a corner lot to front or present a good frontage on two or more streets shall not be operative, but the part of the corner lot so acquired shall be deemed to be a part of the inside lot to which it is contiguous, as to the restrictions governing the frontage of the residence on the

street, and said part of any such corner lot so acquired shall be subject to the restrictions applicable to the inside lot.

**SECTION 4. REQUIRED HEIGHT OF RESIDENCES.**

Any residence erected on any of the lots hereby restricted shall not be more than one and one-half (1 1/2) stories in height, provided, however, that a residence more than one and one-half stories in height may be erected on any of said lots with the consent in writing of J. C. Nichols Company.

**SECTION 5. REQUIRED SIZE OF RESIDENCES.**

Any residence one story in height erected on any of the lots hereby restricted shall contain a minimum of 1,400 square feet of enclosed floor area. Any residence more than one story in height erected on any of said lots shall contain a minimum of 1,400 square feet of enclosed floor area, of which at least 1,100 square feet of such area shall be on the first floor. The words "enclosed floor area" as used herein shall mean and include in all cases areas on the first and second floors of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence, and shall not mean or include any areas in basements, garages, porches, or attics; provided, however, that certain interior areas above the first floor need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

J. C. Nichols Company hereby reserves the right to reduce any of the floor area requirements set forth above, provided such total reduction for any one residence may not exceed fifteen (15) per cent of such minimum floor area requirements for such residence.

**SECTION 6. GROUND FRONTAGE REQUIRED.**

Any residence erected on any of the lots hereby restricted or on 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 on which the lot or lots or part or parts thereof front, as follows:

IN BLOCK 6:	Lots 16 to 45, both inclusive, Lots 46 to 51, both inclusive,	90 feet. 85 feet.
IN BLOCK 7:	Lots 10 to 17, both inclusive, Lots 18, 43 and 44 Lot 45 Lots 46 to 60, both inclusive, Lots 61 and 62	85 feet. 90 feet. 75 feet. 90 feet. 85 feet.
IN BLOCK 8:	Not more than one (1) residence may be erected or maintained on Lot 4 at any time. Lots 5, 6 and 7	90 feet.
IN BLOCK 9:	Lot 5-A and Lots 6 to 16, both inclusive, Lots 17, 18 and 19	90 feet. 85 feet.
IN BLOCK 11:	Not more than one (1) residence may be erected or maintained on Lot 2 at any time.	

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 Company shall have and does hereby reserve the right in the sale and conveyance of any of the lots hereby restricted 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, 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 (10) feet below the minimum number of feet required with each residence as set forth above.

#### SECTION 7. SETBACK OF RESIDENCES FROM STREETS.

(a) No part of any residence, except as hereinafter provided, may be erected or maintained on any of the 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 the aforesaid plat of Corinth Hills on the lot or lots on which such residence may be erected, provided, however, that J. C. Nichols Company shall have and does hereby reserve the

right in the sale and conveyance of any of said lots to change any building line 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 (10) feet nearer to the front street or five (5) 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 said plat with reference to the present location of said street, and provided further that J. C. Nichols 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, and provided further that the widening of any of said streets shall not, for the purpose of these restrictions, be deemed to be a relocation of such street.

(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 not exceeding one story in height may project beyond the front building lines and side building lines not to exceed three (3) feet.

(d) Miscellaneous Projections: 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 (4) 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 five (5) feet.

(f) **Porch Projections:** Unenclosed, covered porches, balconies and porte cochères may project beyond the front building lines not to exceed six (6) feet; on corner lots unenclosed, covered porches, balconies and porte cochères may project beyond the side building lines not to exceed six (6) feet.

#### SECTION 8. FREE SPACE REQUIRED.

The main body of any residence, including attached garages, attached greenhouses, ells, and porches, enclosed or unenclosed, covered or uncovered, but exclusive of all other projections set forth above in Section 7, erected or maintained on any of the lots which are hereby restricted, or on any part or parts thereof, as shown on the aforesaid plat of Corinth Hills, shall not occupy more than seventy-five (75) per cent of the width of the lot on which it is erected, measured in each case on the front building line as shown on the aforesaid plat or as established in the conveyance of any lot, or on such front building line produced to the side lines of the lot, whichever line is of greater length. Any such residence, including attached garages, attached greenhouses, ells and porches, enclosed or unenclosed, covered or uncovered, but exclusive of those projections specifically referred to in Paragraphs "c" and "d" of Section 7 hereof, shall be set back at least eight (8) 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 Company, be increased by not to exceed ten (10) per cent 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 J. C. Nichols Company, be reduced by not to exceed fifty per cent of the amount of any such required setback; provided, however, that this reservation shall in no way whatever affect the provisions

relative to the change in said building lines as set forth in Section 7 hereof. 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 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 in Section 6 without the consent in writing of J. C. Nichols Company.

**SECTION 9. OUTBUILDINGS PROHIBITED.**

No outbuildings or other detached structures appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of J. C. Nichols Company.

**SECTION 10. PERGOLAS PROHIBITED.**

No pergola or any detached structure for purely ornamental purposes may be erected on any of the lots hereby restricted without the consent in writing of J. C. Nichols Company.

**SECTION 11. OIL TANKS PROHIBITED.**

No tank for the storage of fuel may be maintained above the surface of the ground on any of the lots hereby restricted, without the consent in writing of J. C. Nichols Company.

**SECTION 12. LIVESTOCK AND POULTRY PROHIBITED.**

No livestock or poultry may be kept or maintained upon any of the lots hereby

restricted without the consent in writing of J. C. Nichols Company.

**SECTION 13. 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 J. C. Nichols Company; provided, however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than five (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 14. DURATION OF RESTRICTIONS.**

Each of the restrictions herein set forth shall continue and be binding upon J. C. Nichols Company, and upon its successors and assigns, for a period of time ending on January 1, 1980, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title to more than fifty(50) per cent of the front feet of the lots hereby restricted may release all of the land which is hereby restricted from any one or more of said restrictions on January 1, 1980, or at the end of any successive twenty-five (25) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same in the office of the Register of Deeds of Johnson County, Kansas, prior to January 1, 1975, or at least five (5) years prior to the end of any successive twenty-five (25) year period after January 1, 1980.

**SECTION 15. 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, and with its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots hereby restricted, 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 J. C. Nichols Company, its successors and assigns, and also the owner or owners of any of the lots hereby restricted 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 Company, its successors or assigns, or any owner or owners of any lot or lots hereby 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.

J. C. Nichols Company, may, by appropriate agreement made expressly for the purpose, assign or convey to any other person or corporation any or all of the rights, reservations and privileges herein reserved by it, and upon such assignment or conveyance being so 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 Company, by authority of its Board of Directors, has caused this instrument to be executed by its Vice President and its corporate seal to be hereto affixed this 26th day of August, 1958.

J. C. NICHOLS COMPANY

By:   
Frank R. Grant, Vice President

STATE OF MISSOURI )  
                         ) SS  
COUNTY OF JACKSON)

BE IT REMEMBERED, That on this 26th day of August, 1958, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Frank R. Grant, Vice President of J. C. Nichols Company, a corporation duly organized, incorpor-

ated and existing under and by virtue of the laws of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

I. E. Herman

Notary Public within and for said County and State.

(I. E. Herman)

My commission expires:

October

October 17th, 1959

STATE OF KANSAS, Johnson Co., ss.

This instrument was filed for record on the

and duly recorded in Book 97

of Misc.

page 431

Marguerite M. Brenner  
Register of Deeds