

Modif of Sect. # 1420429
Ch. # 1870 - Pg 258

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DECLARATION OF RESTRICTIONS

WHEREAS, J. C. NICHOLS COMPANY, a Corporation, and certain individuals acting as Trustees of The (EV.) Lutheran Church of The Resurrection, a Kansas Corporation, have heretofore executed a plat of all of Blocks 1 to 9, both inclusive, and part of Blocks 10, 11 and 21, of Kenilworth, which plat was recorded on the 8th day of November, 1960, under Document Number 611117, in Book 23 of Plats, at Page 10, in the office of the Register of Deeds of Johnson County, Kansas, and have heretofore dedicated to the public all of the streets, roads, avenues, terraces and parks for street or park purposes, respectively, as are shown thereon; and

WHEREAS, J. C. NICHOLS COMPANY is the owner of all of the lots shown on the aforesaid plat of Kenilworth except Lot 1, in Block 1, and Lot 1, in Block 3, and now desires to place certain restrictions on part of the lots owned by it and shown on said plat, all of which restrictions shall be for the use and benefit of the present owner thereof 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 1 to 11, both inclusive, in Block 2, and Lots 9 to 18, both inclusive, in Block 7, and Lots 1 to 21, both inclusive, in Block 8, and Lots 1 to 22, both inclusive, in Block 9, and Lots 1 to 9, both inclusive, in Block 11, and Lots 1 to 11, both inclusive, in Block 21, of Kenilworth, as shown on the aforesaid plat, shall be and the same 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, road, avenue or terrace of whatever name which is shown on said plat of Kenilworth.

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 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 the 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 1, 1986, 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, although 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 2: Lots 1 to 11, both inclusive, on 91st Street.
- In Block 7: Lots 9 to 18, both inclusive, on El Monte.
- In Block 8: Lots 1 to 10, both inclusive, on El Monte.
Lots 11 to 21, both inclusive, on Fontana.
- In Block 9: Lot 1, on 91st Street.
Lots 2 to 11, both inclusive, on Fontana.
Lots 12 to 20, both inclusive, on Roe Avenue.
Lots 21 and 22, on 91st Street.
- In Block 11: Lots 1 to 9, both inclusive, on 92nd Terrace.
- In Block 21: Lots 1 to 11, both inclusive, on Roe Avenue.

SECTION 3. FRONTAGE OF RESIDENCES ON STREET.

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 street or streets designated, as follows:

- In Block 2: On Lot 1, on both 91st Street and Delmar.
On Lots 2 to 10, both inclusive, on 91st Street.
On Lot 11, on both 91st Street and Roe Avenue.
- In Block 7: On Lot 9, on both El Monte and 92nd Terrace.
On Lots 10 to 17, both inclusive, on El Monte.
On Lot 18, on both El Monte and 91st Street.
- In Block 8: On Lot 1, on both El Monte and 91st Street.
On Lots 2 to 9, both inclusive, on El Monte.
On Lot 10, on both El Monte and 92nd Terrace.
On Lot 11, on both Fontana and 92nd Terrace.
On Lots 12 to 20, both inclusive, on Fontana.
On Lot 21, on both Fontana and 91st Street.
- In Block 9: On Lot 1, on both 91st Street and Fontana.
On Lots 2 to 10, both inclusive, on Fontana.
On Lot 11, on both Fontana and 92nd Terrace.
On Lot 12, on both Roe Avenue and 92nd Terrace.
On Lots 13 to 20, both inclusive, on Roe Avenue.
On Lot 21, on both 91st Street and Roe Avenue.
On Lot 22, on 91st Street.
- In Block 11: On Lot 1, on both 92nd Terrace and Delmar.
On Lots 2 to 8, both inclusive, on 92nd Terrace.
On Lot 9, on both 92nd Terrace and Roe Avenue.
- In Block 21: On Lots 1 to 11, both inclusive, on Roe Avenue.

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. PERMITTED HEIGHT OF RESIDENCES.

Any residence erected on Lots 1 to 11, both inclusive, in Block 2, of Kenilworth, shall be a full two story residence, provided that a residence other

than a full two story residence may be erected on any of said lots with the consent in writing of J. C. Nichols Company

Any residence erected on Lots 9 to 18, both inclusive, in Block 7, and on Lots 1 to 21, both inclusive, in Block 8, and on Lots 1 to 22, both inclusive, in Block 9, and on Lots 1 to 9, both inclusive, in Block 11, and on Lots 1 to 11, both inclusive, in Block 21, of Kenilworth, shall not be more than one and one-half stories in height, provided, 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 Lots 9 to 18, both inclusive, in Block 7, and on Lots 1 to 21, both inclusive, in Block 8, and on Lots 1 to 22, both inclusive, in Block 9, and on Lots 1 to 9, both inclusive, in Block 11, and on Lots 1 to 11, both inclusive, in Block 21, of Kenilworth, shall contain a minimum of 1,600 square feet of enclosed floor area, and any residence more than one story in height erected on any of said lots shall contain a minimum of 1,600 square feet of enclosed floor area, of which area at least 1,200 square feet shall be on the first floor. Any residence two stories in height erected on Lots 1 to 11, both inclusive, in Block 2, of Kenilworth, shall contain a minimum of 1,750 square feet of enclosed floor area, of which area at least 1,000 square feet 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. J. C. Nichols Company hereby reserves the right to reduce the floor area requirements set forth above, provided the total reduction for any one residence may not exceed 20 per cent of such minimum floor area requirement for such residence.

SECTION 6. GROUND FRONTAGE REQUIRED.

Any residence erected on any of the lots hereby restricted, or on any part or parts thereof, except on Lot 11, in Block 2, of Kenilworth, shall have appurtenant thereto, not occupied by any other residence, at least 90 feet of frontage of ground fronting on the street upon which the lot or lots or part or parts thereof fronts. Not more than one residence may be erected or maintained on Lot 11, in Block 2, of Kenilworth, at any one time.

The required frontage herein specified 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 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 that will reduce the required frontage of land to be used and maintained with any residence that may be erected thereon, more than 10 feet below the minimum number of feet required for each residence as set forth above.

SECTION 7. SETBACK OF RESIDENCES FROM STREET.

No part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots 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 Kenilworth on the lot or lots on which such residence is erected, provided 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 owner of the fee simple title to any such lot, change any building line that is shown on said plat on any such lot or lots, or which may be established by it in such sale or conveyance, provided, however, that no change may be made at any time that 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 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 reference to the adjoining street or streets, and in case of relocation of any of said streets, changes may be made by J. C. Nichols Company 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 streets, and provided, further that J. C. Nichols Company shall have and does hereby reserve 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.

Those parts of the residence that 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 that each may project, are as follows:

(a) Window Projections: Bay, bow, or oriel, dormer and other projecting windows not exceeding one story in height may project beyond the front building lines and the side building lines not to exceed 3 feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, 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 2 feet.

(c) Vestibule Projections: Any vestibule not more than one story in height may project beyond the front building lines and side building lines not to exceed 3 feet.

(d) Porch Projections: Unenclosed, covered porches, balconies and porte cocheres may project beyond the front building lines not to exceed 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, or on any part or parts thereof, hereby restricted shall not occupy more than 70 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 by J. C. Nichols Company in the conveyance of such lot, or

on such 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 specifically referred to in subparagraphs (a) and (b) of Section 7 hereof, shall be set back at least 10 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 J. C. Nichols Company, be increased by not to exceed 10 per cent 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 Company, be reduced by not to exceed 50 per cent of the amount of such required set back; 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 7 herein.

In case 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 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 minimum required frontage specified by Section 6 hereof.

SECTION 9. OUTBUILDINGS PROHIBITED.

No outbuildings or other detached structure 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. OVERHEAD WIRES PROHIBITED.

No power or telephone service connection lines may be erected or maintained above the surface of the ground on any of the lots hereby restricted except on Lots 1 to 11, both inclusive, in Block 21, of Kenilworth, without the consent in writing of J. C. Nichols Company.

SECTION 11. OUTSIDE ANTENNA PROHIBITED.

No radio or television transmitting or receiving antenna may be erected or maintained outside of any residence on any of the lots hereby restricted without the consent in writing of J. C. Nichols Company.

SECTION 12. PERGOLAS PROHIBITED.

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

SECTION 13. 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 14. 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 15. 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 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 16. 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, until January 1, 1986, and shall automatically be continued thereafter for successive periods of 25 years each, provided, however, that the owners of the fee simple

title to more than 75 per cent of the front feet of all of the lots hereby specifically restricted, and enumerated in this instrument, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on January 1, 1986, or at the end of any successive 25 year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas, prior to January 1, 1981, or at least 5 years prior to the expiration of any successive 25 year period after January 1, 1986.

SECTION 17. 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 the lots hereby restricted, 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 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 in this subdivision, 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 that purpose, 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 COMPANY, by authority of its Board of Directors, has caused these presents to be executed by its Vice-President and its corporate seal to be hereto affixed this 1st day of May, 1962.

J. C. NICHOLS COMPANY

John J. Ruddy
John J. Ruddy, Vice President

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

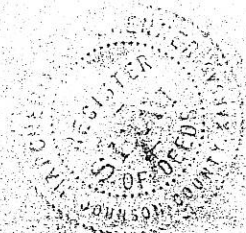
BE IT REMEMBERED, that on this 1st day of May, 1962, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JOHN J. RUDDY, Vice-President of J. C. Nichols Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri, 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.

Marian B. Fryer
Marian B. Fryer - Notary Public
within and for said County and State.



My commission expires: April 14, 1963
STATE OF KANSAS)
COUNTY OF JOHNSON) SS
FILED FOR RECORD



1962 MAY 4 AM 10 51.7
Marguerite M. Brenner
MARGUERITE M. BRENNER
REG. OF DEEDS
BY _____ DEP