

Mod. of Rest
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Mod. of Rest # 757984
Bk 165 - Pg 313

STATE OF KANSAS }
COUNTY OF JOHNSON } SS
FILED FOR RECORD

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Margaret M Bremer
MARGARET M BREMER
REGISTER OF DEEDS

DECLARATION OF RESTRICTIONS

BY 690 DEP

WHEREAS, J. C. NICHOLS COMPANY, a corporation, has heretofore executed a plat of Blocks 22 to 27, both inclusive, of Kenilworth, which plat was recorded on the 3rd day of February, 1965, under Document Number 719401, in Book 27 of Plats, at Page 17, 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, terraces, pedestrian ways and parks for street, pedestrian or park purposes, respectively, as are shown thereon; and

WHEREAS, said J. C. Nichols Company has also heretofore executed a plat of Blocks 28 and 29 of Kenilworth, which plat was recorded on August 5, 1965 under Document Number 733856 in Book 28 of Plats, at Page 8, in the office of the aforesaid Register of Deeds, and has heretofore dedicated to the public all of the streets, avenues, terraces, pedestrian ways and parks for street, pedestrian or park purposes, respectively, as are shown thereon; and

WHEREAS, the aforesaid plat of Blocks 28 and 29 of Kenilworth is a resurvey of Blocks 22, 26 and 27, of Kenilworth, as shown on the plat first referred to above; and

WHEREAS, said J. C. Nichols Company is the owner of all of the lots shown on the aforesaid plats of Kenilworth and now desires to place certain restrictions on said lots, 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 10, both inclusive, in Block 23, and Lots 1 to 19, both inclusive, in Block 24, and Lots 1 to 23, both inclusive, in

Block 25, and Lots 1 to 23, both inclusive, in Block 28, and Lots 1 to 14, both inclusive, in Block 29, of Kenilworth, as shown on the aforesaid plats, shall be and the same are hereby restricted as to their use in the manner hereinafter set forth. Provided, however, that none of said restrictions shall apply to Lots 1 to 14, both inclusive, in Block 22, or to Lots 1 to 12, both inclusive, in Block 26, or to Lots 1 to 11, both inclusive, in Block 27, of Kenilworth, as shown on the plat recorded in Book 27 of Plats, at Page 17, all of which lots have been replatted by the plat recorded in Plat Book 28, at Page 8, as aforesaid.

DEFINITION OF TERMS USED.

For the purpose of these restrictions, the word "street" shall mean any street, road or avenue of whatever name which is shown on said plats 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 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, 1985, 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 nor apartment house, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of said lots 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 23: Lots 1 to 5, both inclusive, on Linden Street.
 Lots 6 to 10, both inclusive, on Cedar Street.
- In Block 24: Lots 1, 2 and 3, on 95th Street.
 Lots 4 to 10, both inclusive, on Cedar Street.
 Lots 11 to 19, both inclusive, on 96th Street.
- In Block 25: Lots 1 to 12, both inclusive, on 96th Street.
 Lots 13 to 23, both inclusive, on 96th Terrace.
- In Block 28: Lots 1 to 23, both inclusive, on 95th Terrace.
- In Block 29: Lot 1, on 95th Street.
 Lots 2 to 14, both inclusive, on Linden Street.

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 23: On Lot 1, on both Linden Street and Cedar Street.
On Lots 2, 3 and 4, on Linden Street.
On Lot 5, on both Linden Street and 96th Street.
On Lot 6, on both Cedar Street and 96th Street.
On Lots 7, 8 and 9, on Cedar Street.
On Lot 10, toward both the West and the North
on Cedar Street.
- In Block 24: On Lots 1 and 2, on 95th Street.
On Lot 3, on both 95th Street and Linden Street.
On Lot 4, on both Cedar Street and Linden Street.
On Lots 5 to 10, both inclusive, on Cedar Street.
On Lot 11, on both 95th Street and Cedar Street.
On Lots 12 to 18, both inclusive, on 96th Street.
On Lot 19, on both 96th Street and Rosewood Drive.
- In Block 25: On Lot 1, on both 96th Street and Linden Street.
On Lots 2 to 11, both inclusive, on 96th Street.
On Lot 12, on both 96th Street and Rosewood Drive.
On Lot 13, on both 96th Terrace and Rosewood Drive.
On Lots 14 to 22, both inclusive, on 96th Terrace.
On Lot 23, on both 96th Terrace and Linden Street.
- In Block 28: On Lot 1, on both 96th Terrace and Linden Street.
On Lots 2 to 22, both inclusive, on 96th Terrace.
On Lot 23, on both 96th Terrace and Nall Avenue.
- In Block 29: On Lot 1, on 95th Street.
On Lot 2, on both Linden and 95th Streets.
On Lots 3 to 14, both inclusive, on Linden 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. PERMITTED HEIGHT OF RESIDENCES.

Any residence erected on any of the lots in Blocks 23, 24 and 25, 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.

Any residence erected on any of the lots in Blocks 28 and 29 of Kenilworth shall not be more than two stories in height,

provided that a residence more than two full 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 in Block 24 of Kenilworth shall contain a minimum of 1,400 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 1,400 square feet of enclosed floor area, of which at least 1,150 square feet shall be on the first floor.

Any residence one story in height erected on any of the lots in Blocks 23, 25, 28 and 29 of Kenilworth shall contain a minimum of 1,500 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 1,750 square feet of enclosed floor area, of which at least 1,150 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 basement, garages, porches or attic. 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 said lots, or on any part or parts thereof, shall have appurtenant thereto, not occupied by any other residence, at least the number of feet of frontage of ground fronting on the street upon which the lot or lots or part or parts thereof fronts, as follows:

Block 23:

Lot 1,	65 feet
Lots 2, 3 and 4,	85 feet
Lot 5,	75 feet
Lots 6 to 10, both inclusive,	85 feet

Block 24:

Lots 1 to 4, both inclusive,	80 feet
Lots 5, 6 and 7,	85 feet
Lots 8 to 19, both inclusive,	80 feet

Block 25:

Lots 1 to 23, both inclusive,	85 feet
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Block 28:

Lot 1,	125 feet
Lots 2, 3 and 4	85 feet
Lots 5 to 11, both inclusive,	95 feet
Lots 12 to 23, both inclusive,	85 feet

Block 29:

Lot 1,	125 feet
Lots 2, 3 and 4	95 feet
Lots 5 to 11, both inclusive,	90 feet
Lots 12, 13 and 14,	85 feet

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 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 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 RESIDENCE FROM STREET.

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 plats 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 lines 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 plats 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 plats 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 plats 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 further provided, 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 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 plats, and the distance which 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 said lots, or on any part or parts thereof, shall not occupy more than 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 plats 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 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 50 per cent 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 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 said lots without the consent in writing of J. C. Nichols Company.

SECTION 10. OVERHEAD WIRES PROHIBITED.

No power or telephone service lines may be erected or maintained above the surface of the ground on any of said lots without the consent in writing of J. C. Nichols Company, provided that the provisions of this Section 10 shall not apply to poles and overhead wires within a 100 foot easement over parts of lots 1 and 4 to 14, both inclusive, in Block 29, of Kenilworth, as long as said easement exists.

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 said lots 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 of said lots 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 said lots 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 said lots 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 said lots 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 15. 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 of 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 23rd day of September, 1965.

STATE OF MISSOURI }
COUNTY OF JACKSON } SS

J. C. NICHOLS COMPANY
By John J. Ruddy, Vice President

BE IT REMEMBERED, that on this 23rd day of September, 1965, 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.



Iris Hartman
Notary Public within and for said
County and State.
(Iris Hartman)

My commission expires:
August 14, 1968