

[page 1]

Final Copy 5-8-36

Filed on 5-11-36

Book 217 Misc page 241

no 2 story

no outbuilding

change side line see Back from 4 to 6 ft.

DECLARATION OF RESTRICTIONS

affecting

PART or BLOCKS 27, 28, 28, 29, & 30 of MISSION HILLS.

[page 2]

STATE OF MISSOURI)

COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 11th day of May, A. D. 1936, before me, the undersigned, a Notary Public in and the county and State afore-said, came J. C, NICHOLS, President of The J. C. Nichols Investment 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.

and for said County

and State.

My commission expires:

July 15th, 1939.

[page 3]

DECLARATION OF RESTRICTIONS

AFFECTING PART OF BLOCKS 27, 28 , 29, & 30 of MISSION HILLS.

WHEREAS, The J. C. Nichols Investment Company, a corporation, has heretofore executed a plat of Part of Blocks 27, 28, 29 and 30 of Mission Hills, which plat was recorded on the day of May, 1936, in Book of Plats at Page

, in the office of the Register of Deeds of Johnson County, Kansas, and has heretofore dedicated to the public all of the streets, parks, roads, drives and lanes for road, park or street purposes, respectively, as are shown thereon, and

WHEREAS, The J. C. Nichols Investment Company now desires to place restrictions on said lots as the same are marked and designated on said plat, for the use and benefit of the present owner thereof and for its future grantees,

NOW THEREFORE, in consideration of the premises, The J. C. Nichols Investment Company, for itself and for its successors and assigns, and for each of them, hereby agrees that those lots which are hereinafter specifically enumerated 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 those restrictions, the word "street" shall mean any road, street, lane or drive of whatever name, which is shown on said recorded plat of Mission Hills, and which has been heretofore dedicated to the public for the purposes of a public street or road.

The word "outbuilding" shall mean any 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 The J. G. Nichols Investment Company or from its successors or 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; provided, however, that Lots 14 to 17, both inclusive in Block 27, shall not be construed to be corner lots. 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 who shall hereafter acquire

[page 4]

any interest in any of Lots 14 to 18, both inclusive, in Block 27; Lots 3 to 13, both Inclusive, in Block 28; Lots 9, 10, 11, 12, 14, 15 aNd 16 In Block 29; and Lots 21 to 37, both Inclusive, In Block 30 of Mission Hills, shall be tAken and held to agree and covenant with the owner of the lots hereby restricted, 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 26 years from January 1st, 1936, 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 or 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.

### 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:-

BLOCK 27: Lots 14 to 18, both inclusive, on Overbrook Road.

BLOCK 28: Lots 3 to 7, both inclusive, on Sagamore Road; Lots 8 to 13, both inclusive, on Overbrook Road.

BLOCK 29: Lots 9 to 12, both inclusive, on Sagamore Road; Lots 14, 16 and 16 on High Drive.

BLOCK 30: Lots 21 to 26, both inclusive, on High Drive; Lots 29 to 37, both inclusive, on Willow Lane.

### SECTION 3.

#### FRONTAGE OF RESIDENCES ON STREETS:

Any residence erected wholly or partially on any of the following lots 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 folio

BLOCK 27: On Lots 14 to 17, both inclusive, on both Overbrook Road and State Line Road; on Lot 18, on both Overbrook Road and 65th Street.

[page 5]

BLOCK 28: On Lots 3 to 6, both inclusive, on Sagamore Road. On Lot 7, on both Sagamore Road and 65th Street, On Lot 8, on both Overbrook Road and 65th Street. On Lots 9 to 13, both inclusive, on Overbrook Road.

BLOCK 29: On Lots 9, 10, and 11, on Sagamore Road. On Lot 12, on both Sagamore Road and 65th Street, On Lot 14, on both High Drive and 65th Street, On Lots 15 and 16 on High Drive.

BLOCK 30: On Lots 21 to 27, both inclusive, on High Drive, On Lot 28, on both High Drive and 65th Street, On Lot 29, on both Willow Lane and 65th Street, On Lots 30 to 37, both inclusive, on Willow Lane.

#### SECTION 4.

##### REQUIRED COST OF RESIDENCES:

Any residence erected wholly or partially on any of the lots which are restricted by the terms hereof, shall cost not less than \$6000.00.

#### SECTION 6.

##### GROUND FRONTAGE REQUIRED:

Any residence erected on any of the lots hereby restricted, or part or parts thereof, as indicated in this section, shall have appurtenant thereto, not occupied by any other residence, at least the number of front foot of ground fronting on the street upon which the lot, or parts or parts thereof, front as follows:-

IN BLOCK 27: Lots 14 to 18, both inclusive, 75 feet.

IN BLOCK 28: Lots 3 to 11, both inclusive, 70 foot.

IN BLOCK 29: Lots 9, 10, 11, 12, 18 and 16, 70 feet. Lot 14, 65 feet. IN BLOCK 30:

Lots 21 to 28, both inclusive, 70 feet. Lots 29 to 37, both inclusive, 65 feet.

All measurements shall be on the front line of the lot. It is provided, however, that The J. C. Nichols Investment 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 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, further, 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 five feet below the minimum number of feet required for each residence as set forth above.

#### SECTION 6.

##### SETBACK OF RESIDENCES FROM STREETS:

(a) No part of any residence, except as hereinafter provided, may be erected or maintained on any of those 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 said plat of Mission Hills, on the lot or lots on which such residence may be erected; provided, however, that The J. C. Nichols Investment 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 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 10 feet nearer to the front street, or five 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

[page 6]

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 this plat, with respect to the present location of said street; and provided, further, that The J. C. Nichols Investment 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 of Mission Hills.

(B) Those parts of the residence which may project to the front of and be nearer to the front streets or 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:-

WINDOW PROJECTIONS:

(C) 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.

MISCELLANEOUS PROJECTIONS:

(D) 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 4 feet.

[page 7]

VESTIBULE PROJECTIONS:

(E) 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.

PORCH PROJECTIONS:

(F) 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 7.

FREE SPACE REQUIRED:

The main body of any residence, including attached garages, attached greenhouses, porches, and balconies, enclosed or unenclosed, but exclusive of all other projections set forth above in Section 6, erected or maintained on any of the lots hereby restricted, shall not occupy more than 80% 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 cornices, spoutings, brackets, pilasters, grill work, trellises and other similar projections for purely ornamental purposes, shall be set back at least four 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 said lots, may, with the consent in writing of The J. C. Nichols Investment 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 setback from the side lines of the lot as herein provided, may, with the consent in writing of The J. C. Nichols Investment Company, be reduced by not to exceed 50% 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 set forth in Section 6 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 on any such lot as long as said residence is maintained thereon, and the same provision shall apply as to the location of any res-

[page 8]

idence 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 required frontage herein specified by Section 5.

#### SECTION 8.

##### OUTBUILDINGS, SET BACK FROM STREETS:

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. No outbuilding, or part or parts thereof, except those projections set forth in paragraphs "C" and "D" of Section 6, may be erected or maintained on any of the lots, or part or parts thereof, herein restricted, which is not wholly within thirty-five feet of the rear line of said lot, or part or parts thereof, upon which it is erected, without the written consent of The J. C. Nichols Investment Company; and in addition to the above, if erected on any corner lot, no part or parts of said outbuilding may be erected or maintained thereon which is not wholly within thirty-five feet of that side of said lot farthest from the adjoining side street without the written consent of The J. C. Nichols Investment Company. It is provided further that the provisions of Section 6, 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 9.

##### OUTBUILDINGS, FREE SPACE REQUIRED.

Subject to the conditions hereinafter set forth, no outbuildings, exclusive of greenhouse and exclusive of these projections enumerated in paragraphs "C" and "D" of Section 6, erected on any of the lots hereby restricted, shall occupy more than 50% 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 may the width of any such outbuildings, other than greenhouses, be more than 33 feet without the consent in writing of The J. C. Nichols Investment Company. In case of more than one such outbuilding being erected on any 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 The J. C. Nichols Investment Company; provided, further that the combined width of greenhouses and other out-



[page 9]

buildings, erected or maintained on any lot at any one time, may not exceed 60% 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 The J. C. Nichols Investment 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 a greenhouse, may with the consent in writing of The J. C. Nichols Investment 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 7, 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 outbuildings as to the residence to which such outbuildings are appurtenant.

#### SECTION 10.

##### OWNERSHIP BY NEGROES PROHIBITED:

None of the lots hereby restricted may be conveyed to, used, owned, nor occupied by negroes as owners or tenants.

#### SECTION 11.

##### 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 content in writing of The J. C. Nichols Investment 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 12.

##### OIL TANKS PROHIBITED:

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

Investment Company.

SECTION 13.

PERGOLA BUILDING LINE:

No pergola or any detached structure for purely ornamental purposes, may be erected on any part of any lot hereby restricted, in front of a line 12 feet in front of the front building line, without the written consent of The J. C.

[page 10]

Nichols Investment Company.

SECTION 14.

DURATION OF RESTRICTIONS:

Each of the restrictions set forth above shall continue and be binding upon The J. C. Nichols Investment Company, and upon its successors and assigns, and upon each of them, for a period of 28 years from January 1st, 1938, and shall automatically be continued thereafter for successive periods of twenty-five years each; provided, however, that the owners of the fee simple title to 75% of the front feet of the lots 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 twenty-five year period, or of any successive twenty-five 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 Register of Deeds of Johnson County, Kansas, at least five years prior to the expiration of this first twenty-five year period or of any twenty-five year period thereafter.

SECTION 15. RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land hereby restricted and bind the present owner, its successors and assigns, and all parties claiming by, through or under it or them, 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 to 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 to breaches committed during its, his or their seisen of, or title

to said land, and the owner or owners of any of the above described 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 action for damages, and the failure of The J. C. Nichols Investment Company or the owner or the owners of any other lot or lots in this subdivision, to enforce any of the restrictions herein sot forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. The J. C. Nichols Investment 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 agreement, assignment or conveyance being made, its assigns, or grantees, may, at their option exorcise, transfer or assign those rights or any one or more of them at any time or times, in the

[page 11]

same way and manner as though directly reserved by them, or it, in this instrument.

IN WITNESS WHEREOF, The J. C. Nichols Investment Company, has by authority of its Beard of Directors, caused this instrument to be executed by its President and its corporate seal to be hereto affixed, this 6th day of May, 1936.

THE J. C. NICHOLS INVESTMENT COMPANY

By

By President.

STATE OF MISSOURI)

COUNTY OF JACKSON)

BE IT REMEMBERED, that on this day of May, A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. C. NICHOLS, President of The J. C. Nichols Investment 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 HEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for said County and State.

My commission expires:-

[page 12]

## HOMES ASSOCIATION DECLARATION.

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, on the 18th day of June, 1935, The J. C. Nichols Investment Company, a corporation, executed a Declaration which was subsequently filed for record in the office of the Register of Deeds of Johnson County, Kansas, in Book 20 of Miscellaneous at Page 611, which Declaration affected certain land in Mission Hills, a subdivision of land in Johnson County, Kansas; and

WHEREAS, in said original Declaration, it was provided that, subject to the approval of the Association thereby created and established, The J. C. Nichols Investment Company may from time to time add such land to the district then or thereafter owned or approved for addition by it, upon said land being subjected to all of the terms and provisions of the original declaration; and

WHEREAS, The Association provided for in the Declaration above referred to, not having been incorporated, The J. C. Nichols Investment Company has elected to exercise, and is now exercising, the powers and duties of the Association in its capacity as Temporary Trustee;

NO THEREFORE, in consideration of the premises, The J. C. Nichols Investment Company does hereby subject all of Lots 14 to 18, both inclusive, in Block 27; Lots 3 to 13, both inclusive, in Block 28; Lots 9, 10, 11, 12, 14, 15 16 in Block 29; and all of Lots 21 to 37, both inclusive, in Block 30 of Mission Hills, a subdivision of land in Johnson County, Kansas, as shown on the recorded plat thereof, to all of the terms, conditions, assessments and charges set forth in said original Declaration recorded in Book 20 of Miscellaneous at Page 611, in the same way and manner as though the same had been described in and affected by said original Declaration, and all persons

hereafter owning any of said lots shall have the same rights and privileges with respect to said Declaration in the same way and manner as though such persons had executed and acknowledged said original Declaration.

IN WITNESS HEREOF, The J. C. Nichols Investment 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 this 11th day of May, 1936.

THE J. C. NICHOLS INVESTMENT COMPANY By

By

President.

APPROVED:

THE J. C. NICHOLS INVESTMENT COMPANY

By

President

Temporary Trustee.

[page 13]

Mission Hills

Tuttle. Ayers. Woodward Co.