

A990048

DECLARATION OF RESTRICTIONS.

WHEREAS, J. C. Nichols Company, a corporation, has heretofore executed a plat of Lots One (1) to Ten (10), both inclusive, in Block Twelve (12), and Lots Nine (9) to Fourteen (14), both inclusive, in Block Thirteen (13), of MEYER CIRCLE, which plat was recorded on the 12th day of May, 1950, under Document Number A986553 in the office of the Recorder of Deeds of Jackson County, Missouri, and has heretofore dedicated to the public the streets and Parkways shown on said plat for use by the public for street, road, park or parkway purposes, and

WHEREAS, J. C. Nichols Company now desires to place certain restrictions on those lots shown on said plat 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 future grantees hereby agrees that all of the lots shown on said plat of Blocks 12 and 13 of Meyer Circle shall be and are hereby restricted as to their use in the manner hereinafter set forth.

## DEFINITION OF TERMS USED.

For the purpose of these restrictions the word "street" shall mean any street, terrace, road or parkway of whatever name as shown on said plat of Meyer Circle and which has been heretofore dedicated to the public for the purposes of public streets or parkways. 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 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

the front street; any other street contiguous to any such lot shall be deemed to be a side street.

**PERSONS BOUND BY THESE RESTRICTIONS.**

All persons and corporations who now own or shall hereafter acquire any interest in any of the above enumerated lots shall be taken to hold and agree and covenant with the owner of the 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, 1975, 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 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:

IN BLOCK 12: Lots 1 and 2 on Wyoming Street.

Lots 3 to 10, both inclusive, on 65th Street.

IN BLOCK 13: Lots 9 to 14, both inclusive, on 65th Street.

**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 front or present a good frontage on the streets designated as follows:

IN BLOCK 12: On Lot 1 on both Wyoming Street and 64th Street Terrace.

On Lot 2 on Wyoming Street

On Lots 3 to 9, both inclusive, on 65th Street.

On Lot 10 on both 65th Street and Ward Parkway.

IN BLOCK 13: On Lot 9 on both 65th Street and Ward Parkway.

On Lots 10 to 14, both inclusive, on 65th Street.

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 restriction governing the frontage of a 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 SIZE OF RESIDENCES.

Any residence not more than one story in height erected on any of said lots in Meyer Circle shall contain a minimum of 2000 square feet of enclosed floor area; any such residence more than one story in height shall contain a minimum of 2300 square feet of enclosed floor area, of which at least 1400 square feet shall be on the first floor. The words "enclosed floor area" as used herein shall mean and include in all cases areas enclosed and finished for all-year occupancy and shall not mean or include any areas in utility rooms, basements, garages, porches or attics; provided, however, that certain interior areas 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 15 percent of such minimum floor area requirements for such residence.

Section 5. GROUND FRONTAGE REQUIRED.

Any residence erected on any of said lots, or part or parts thereof, shall have appurtenant thereto, not occupied by any other residence, at least the number of feet of ground fronting on the street upon which the lot or lots, or part or parts thereof front, as follows:

IN BLOCK 12: On Lots 1 to 10, both inclusive, - 100 feet.  
 IN BLOCK 13: On Lots 9 to 14, both inclusive, - 100 feet.

The required frontage herein set forth is to be measured in all cases on the front line of the lot. It is provided, however, that J. C. Nichols Company shall have and does hereby reserve the right in the sale and conveyance of any of said lots to reduce the required frontage to be used with any residence on any lot, and may at any time thereafter with the consent in writing of the then owner of the fee simple title to any such lot change any such required frontage as herein provided for or which may in such sale and conveyance be established by it, provided, however, that no change may be made at any time which will reduce the required frontage of land to be used and maintained with any residence which may be erected thereon more than ten feet below the minimum number of feet required with each residence as set forth above.

SECTION 6. SETBACK OF RESIDENCES FROM STREET.

(a) No part of any residence, except as hereinafter provided, may be erected or maintained on any of said lots nearer to the front street or the side street than is the front building line or the side building line shown on said plat of Meyer Circle 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 lines shown thereon, and may at any time thereafter with the consent in writing of the then record owners of the fee simple title to any such lot, change any such building line which is shown on said plat on such lot or lots, or which may in such sale and conveyance be established by it, provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence on any lot, exclusive of those projections hereinafter set forth, more than 10 feet nearer to the front street or 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, and in case of the relocation of any of said streets, changes may be made in any of said building lines provided that such building lines shall in no case be established nearer to the new location of any

of said streets than are the building lines 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.

(b) Those parts of the residence which may project to the front of and be nearer to the front streets and the side streets than the front building lines and the side building lines, shown on said plat, and the distance which each may project are as follows:

(c) Window Projections:

Bay, bow, or oriel, dormer and other projecting windows and stairway landings, other than full two story or three story bay, bow or oriel windows, or stairway landings, may project beyond the front building lines and the side building lines not to exceed three feet.

(d) Miscellaneous Projections:

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

(e) Vestibule Projections:

Any vestibule, not more than one story in height, may project beyond the front building lines and the side building lines not to exceed three feet.

(f) Porch Projections:

Unenclosed, uncovered, or covered porches and balconies, porte cocheres and terraces, may project beyond the front building lines not to exceed twelve feet; on corner lots any unenclosed, uncovered, or covered porches or balconies, porte cocheres and terraces may project beyond the side building lines not to exceed ten feet.

SECTION 7. FREE SPACE REQUIRED:

The main body of any residence, including attached garages, attached greenhouses, alleys and porches, 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 75 percent of the width of the lot on which it is erected, measured in each case on the front building line or the front building line produced to the side lines of the lot, whichever line is of greater length; and any such residence exclusive of those projections referred to in paragraphs "c" and "d" of Section 6, shall be set back at least ten 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 percent 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  $33\frac{1}{3}$  percent 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 of said building lines as 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 so long as said residence is maintained thereon, and the same provision shall apply as to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by the conveyance of a part of the lot, provided that it be not reduced below the minimum number of feet required with any residence of a width that might then be erected thereon, based on the provisions of this Section and provided further, that in no case may it be reduced below the required frontage herein specified in Section 5.

**SECTION 8. OUTBUILDINGS:**

No outbuildings may be erected on any of said lots without the consent in writing of J. C. Nichols Company.

SECTION 9. PERGOLAS PROHIBITED.

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

SECTION 10. HEIGHT OF RESIDENCE.

No residence more than one story in height may be erected on any of said lots 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 on any of the lots hereby restricted, above the surface of the ground, without the consent in writing of J. C. Nichols Company.

SECTION 12. 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 five 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 13; DURATION OF RESTRICTIONS.

Each of the restrictions above set forth shall continue and be binding upon J. C. Nichols Company and upon its successors and assigns until January 1st, 1975, and shall automatically be continued thereafter for successive periods of 25 years each, provided, however, that the owners of the fee simple title to the majority of the front feet of all of the lots 1 to 10, both inclusive, in Block 12 and Lots 9 to 14, both inclusive, in Block 13, of Meyer Circle, may release all of the land hereby restricted from any one or more of the restrictions herein set forth on January 1st, 1975 or at the end of any successive 25 year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the Recorder of Deeds of Jackson County, Missouri, prior to January 1st, 1970, or at least 5 years prior to the

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expiration of any successive 25 year period after January 1st, 1975.

SECTION 14. RIGHT TO ENFORCE.

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots hereby restricted, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person, or persons except in respect of breaches committed during its, his or their seisin of, or title to said land, and the owner or owners of any of the above land 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, or the owner, or owners of any other lot, or lots in this addition, or owner of any other 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, 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 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 20th day of May, 1950.

J. C. NICHOLS COMPANY

BY Miller Nichols  
President



STATE OF MISSOURI )  
COUNTY OF JACKSON ) SS

On this 20th day of May, 1950, before me, appeared

Miller Nichols, to me personally known, who being by me duly sworn, did say that he is the President of J. C. Nichols Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Miller Nichols acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

*J. E. Herman*  
Notary Public within and for said  
County and State.



My commission expires:  
October 17th, 1951

FILED FOR RECORD AND DULY RECORDED IN MY OFFICE THIS 14 DAY OF June A.D., 1950, AT 2 O'CLOCK 58 MINUTES, P. .M.  
DAN T. McKEEVER, Recorder. BY J. M. Key DEPUTY.

ASSIGNMENT OF ~~DEED~~ Deed of Trust

**A989966**

Know All Men by These Presents:

For Value Received we hereby assign and transfer to THE FENH MUTUAL LIFE INSURANCE COMPANY of Philadelphia, Pennsylvania all our right, title and interest in and to a certain deed of trust dated October 16th, 1945 from Robin Francis Brunson, to W. H. Grant, as trustee for R.L. Willis & Co. (assigned by R. L. Willis & Company to ~~Missouri Bank and Trust Company~~ Missouri Bank and Trust Company) and the note therein described and secured thereby, said deed of trust being recorded in the office of the Recorder of Deeds of Jackson County, Missouri, in Book B-3815 at Page 336

Dated this 12th day of May, 1950

MISSOURI BANK AND TRUST COMPANY OF KANSAS CITY

By W. H. Grant  
President

*Jared Ruston*  
Secretary

