

DECLARATION OF RESTRICTIONS

Whereas, J.C. NICHOLS COMPANY, a Corporation, has heretofore executed a plat of lots 36 to 70, both inclusive of Block 12, and Blocks 13, 14, 15 and 16, of Prairie Hills, which plat was recorded on the October 20, 1950, under Document No. 409239, in the office of the Register of Deeds of Johnson County, Kansas, in plat book 14 at pages 52 and 53, and said J.C. Nichols Company has heretofore dedicated to the public all of the streets, roads, terraces and drives shown on said plat for use by the public for street, road purposes; and

WHEREAS, J.C. NICHOLS Company now desires to place certain restrictions on certain of 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 the above described plat in Blocks of Prairie Hills, 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, terrace or drive of whatever name which is shown on said plat of Prairie Hills. 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 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 as 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, 1975, provided however, that each of the said restrictions shall be renewable in the manner hereinafter set forth.

**SECTION 1. USE OF LAND**

None of the said lots may be improved, used, or occupied for other purpose 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 the 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 36 to 40 both inclusive, on Cherokee Drive.  
Lots 41 to 45, both inclusive, on Chadwick.  
Lot 46, (which has a frontage of 120') on 75<sup>th</sup> Street.  
Lots 47 to 70, both inclusive, on Canterbury.
  
- IN BLOCK 13: Lots 1 to 9, both inclusive, on 74<sup>th</sup> Terrace.  
Lots 10 to 18, both inclusive, on 75<sup>th</sup> Street.
  
- IN BLOCK 14: Lots 1 to 23, both inclusive, on Canterbury.  
Lots 24 to 32, both inclusive, on 74<sup>th</sup> Terrace.  
Lots 33 to 40, both inclusive, on 74<sup>th</sup> Street.  
Lots 41 to 54, both inclusive, on Falmouth.

Lots 55, 56 and 57 on Windsor.

IN BLOCK 15: Lots 1 to 6, both inclusive, on 73<sup>rd</sup> Terrace.  
Lots 7 to 12, both inclusive, on 74<sup>th</sup> Street.

IN BLOCK 16: Lots 2, 3 and 4 on Falmouth.  
Lots 5, 6, 7 and 8 on 73<sup>rd</sup> Terrace.  
Lots 1, 9 and 10 on Windsor.

### SECTION 3: FRONTAGE OF RESIDENCE 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 streets designated, and on any corner lot, it shall front or present a good frontage on the streets designated as follows:

IN BLOCK 12: On lots 36 to 40 both inclusive, on Cherokee Drive.  
On lots 41, 42, 43 and 44 on Chadwick.  
On lot 45 on both Chadwick and 75<sup>th</sup> Street.  
On lot 46 on 75<sup>th</sup> Street.  
On lots 47 to 69, both inclusive, on Canterbury.  
On lot 70 on both Canterbury and Windsor.

IN BLOCK 13: On lot 1 on both 74<sup>th</sup> Terrace and Windsor.  
On lots 2 to 9, both inclusive, on 74<sup>th</sup> Terrace.  
On lots 10 to 17, both inclusive, on 75<sup>th</sup> Street.  
On lot 18 on both 75<sup>th</sup> and Windsor.

IN BLOCK 14: On lot 1 on Canterbury and Windsor.  
On lots 2 to 23, both inclusive, on Canterbury  
On lots 24 to 31, both inclusive, on 74<sup>th</sup> Terrace.  
On lots 32 on both 74<sup>th</sup> Terrace and Windsor.  
On lot 33 on both 74<sup>th</sup> Street Windsor.  
On lots 34 to 40, both inclusive, on 74<sup>th</sup> Street.  
On lots 41 to 54, both inclusive, on Falmouth.  
On lot 55 on both Windsor and Falmouth.  
On lots 56 and 57 on Windsor

IN BLOCK 15: On lot 1 on both Falmouth.  
On lots 2, 3, 4 and 5 on 73<sup>rd</sup> Terrace.  
On lot 6 on both 73<sup>rd</sup> Terrace and Falmouth.  
On lots 8, 9, 10 and 11 on 74<sup>th</sup> Street.  
On lot 12 on 74<sup>th</sup> Street and Windsor.

IN BLOCK 16: On lots 1 on both Windsor and Falmouth.  
On lots 2, 3 and 4 on Falmouth.  
On lots 5 on both 73<sup>rd</sup> Terrace and Falmouth.  
On lots 6 and 7 on 73<sup>rd</sup> Terrace.  
On lot 8 on both 73<sup>rd</sup> Terrace and Windsor.  
On lots 9 and 10 on Windsor.

It is provided, however, that if any part of 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 inside lot to which it is contiguous, as to the

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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 SIZE OF RESIDENCES**

Any residence erected on any of the above described plat shall contain a minimum of 864 square feet of enclosed floor area on the first floor thereof. 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 to 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 – all such areas being computed on the basis of outside dimensions. J.C. Nichols Company hereby reserves the right to reduce any 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 5: REQUIRED HEIGHT OF RESIDENCES**

Any residence erected on any of said lots shall not be more than one and one-half stories in heights, provide however, that a residence more than one and one-half stories in height may be erected on any of the said lots with the consent in writing of the J.C. Nichols Company.

**SECTION 6: GROUND FRONTAGE REQUIRED**

Any residence erected on any of said lots, 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 upon which the lot or lots or part or parts thereof fronts, as follows:

IN BLOCK 12:	Lots 36 to 46 both inclusive,	60 feet.
	Lots 47,	55 feet.
	Lots 48 to 70, both inclusive,	60 feet.
IN BLOCK 13:	Lots 1 to 18, both inclusive,	60 feet.
IN BLOCK 14:	Lots 1 to 37, both inclusive,	60 feet.
	Lots 38 to 42, both inclusive,	55 feet.
	Lots 43 to 52, both inclusive, and.	
	Lots 55, 56 and 57	60 feet.
	Lots 53 and 54	55 feet.
IN BLOCK 15:	Lots 1 to 12, both inclusive,	60 feet.
IN BLOCK 16:	Lots 1 to 10, both inclusive,	60 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 say at any time thereafter, with the consent in writing of the fee simple title to any such lot, change any such required frontage 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.**

No part of any residence, except as hereinafter provided, may be erected or maintained on any of said 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 Prairie Hills on the lot or lots on which such residence is 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

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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 ten (10) feet nearer to the front street or five (5) feet nearer to the side street than is the front 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 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 to 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 of the 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, or other projecting windows and stairway landings, other than full one and one-half story bay, bow, or oriel window or stairway landings, 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 side building lines not to exceed four (4) feet.

(c) Vestibule Projections:

Any vestibule not more than one (1) story in height may project beyond the front building lines and side building lines not to exceed three (3) feet.

(d) Porch Projections:

Unenclosed, uncovered porches and balconies, porte cocheres and terraces may project beyond the front building lines not to exceed twelve (12) feet; or corner lots any unenclosed, uncovered porches and balconies, porte cocheres and terraces may project beyond the side building lines not to exceed eight (8) feet.

#### SECTION 8. FREE SPACE REQUIRED.

The main body of any residence, including attached garages, attached greenhouses, ells and porches, enclosed or unenclosed, but exclusive of all other projections set forth above in Section 7, erected or maintained on any of the lots hereby restricted, or on any part or parts thereof, as shown on the above described plat of Prairie Hills, shall not occupy a greater per cent of the width of the lot on which such residence is erected than is hereinafter provided:

On all lots shown on the above described plat                      80%

In computing free space required on any lot, or any part or parts thereof, the measurement shall be made in each case on the front building line produced to the side lines of the lot, whichever line is of greater length. Any residence, including attached garages, attached greenhouses, ells and porches, enclosed or unenclosed, but exclusive of those projections specifically referred to in Paragraphs "c" and "d" of Section 7, shall be set back at least five (5) feet from both side lines of the lot upon which the residence is erected. It is provided, however, that the maximum width of any residence which may be erected on any said lots, may, with 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 33-1/3 percent of the amount of any such required setback; provided, however, that this reservation shall in no way whatever effect 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

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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 of ground specified in Section 6.

**SECTION 9. OUTBUILDINGS PROHIBITED.**

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

**SECTION 10. 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 the J.C. Nichols Company.

**SECTION 11. OIL TANKS PROHIBITED.**

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

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

No livestock or poultry may be kept or maintained upon any of the lots which are hereby restricted without the consent in writing of the J.C. Nichols Company or its successors or assigns.

**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 the 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 (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale of 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 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 more than fifty (50) per cent of the front feet of all of the lots hereby specifically restricted, and set forth in this instrument, may release all of the land hereby restricted from any one or more of these restrictions on January 1st, 1975, or at the end of any successive twenty-five (25) year period thereafter, by executing and acknowledging an appropriate agreement or agreements for such purposes, and filing the same in the office of the Register of Deeds of Johnson County, Kansas, at Olathe, prior to January 1st, 1970, or at least 5 years prior to the end of any successive 25 year period after January 1st, 1975.

**SECTION 15. RIGHT TO ENFORCE.**

The restrictions herein set forth shall run with the land and bind with the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree, and consent with the owner of the lots, and with its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of the 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 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, or the 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, assign or convey to any other

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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, has caused this instrument to be executed by its President and its corporate seal to be hereto affixed this 9<sup>th</sup> day of February, 1951.

J.C. NICHOLS COMPANY  
By Miller Nichols, President

STATE OF MISSOURI  
COUNTY OF JACKSON

On this 9<sup>th</sup> day of February, 1951, before me, the undersigned, Notary Public in and for said County and State, 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, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors, and said Miller Nichols acknowledged said instrument to be the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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 17, 1951