

DECLARATION OF RESTRICTIONS

WHEREAS, J.C. NICHOLS COMPANY, a Corporation, has heretofore executed a plat of parts of Blocks 18, 19, 20, and 26, and all of Block 27 of Prairie Hills, which plat was recorded on the 28<sup>th</sup> day of December, 1960, under Document No. 613904, in book 23 of Plats at Page 15, in the office of the Register of Deeds of Johnson County, Kansas, at Olathe, and also has dedicated to the public all of the streets, avenues, terraces and drives for street purposes, as are shown thereon; and

WHEREAS, J.C.NICHOLS Company now desires to place certain restrictions on certain of the lots which are owned by it and shown on said plat of Prairie Hills, all of which restrictions shall be for the use and benefit of the present owner and it's future grantees.

NOW THEREFORE, in consideration of the premises, J.C. Nichols Company, for itself and for it's successors and assigns, and for it's or their future grantees, hereby declare that Lots 1 to 13, both inclusive, in Block 18, and lots 1 to 11, both inclusive, in Block 19, and Lot 1 in Block 20, and Lots 1 to 11, both inclusive, in Block 26, of Prairie Hills, 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, terrace, drive, or avenue of whatever name which is shown on the aforesaid plat of Prairie Hills, and which heretofore has been dedicated to the public for the purpose of a public street.

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 lots hereby restricted 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 on any of the said lots 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 18: Lots 1 to 13, both inclusive, on 71<sup>st</sup> Terrace.

IN BLOCK 19: Lots 1 to 10, both inclusive, on Booth Drive.  
Lot 11 on High Drive.

IN BLOCK 20: Lot 1 on High Drive.

IN BLOCK 26: Lots 1 to 11, both inclusive, on Booth Drive.

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,

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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 mean that the residence shall front or present a good frontage on the streets designated as follows:

- IN BLOCK 18: On Lot 1, on both Belinder and 71<sup>st</sup> Terrace.  
On Lots 2 to 13, both inclusive, on 71st Terrace.
- IN BLOCK 19: On Lot 1, on both Booth and 73<sup>rd</sup> Streets.  
On Lots 2 to 9, both inclusive, on Booth Street.  
On Lot 10, on both Booth and 71st Terrace.  
On Lot 11, on both High Drive and 71st Terrace.
- IN BLOCK 20: On Lot 1 on High Drive and 71<sup>st</sup> Terrace.
- IN BLOCK 26: Lot 1, on both Booth and 74<sup>th</sup> Terrace  
On Lots 2 to 10, both inclusive, on Booth Street.  
On Lot 11, on both Booth and 73<sup>rd</sup> Streets.

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 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 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 5: REQUIRED SIZE OF RESIDENCES

Any residence one story in height erected on Lots 1 to 8, both inclusive, or on any part of parts thereof, in Block 18, and on Lot 1 to 10, both inclusive, in Block 19, and on Lots 1 to 11, both inclusive, or on any parts thereof, in Block 26 in Prairie Hills, shall contain a minimum of 1200 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 1200 square feet enclosed floor area, of which at least 1000 square feet shall be on the first floor. Any residence one story in height erected on Lots 9 to 13, both inclusive, or on any part or parts thereof, in Block 18 and on Lot 11, in Block 19, and on Lot 1, in Block 20, of Prairie Hills, shall contain a minimum of 1400 square feet of enclosed floor space, of which at least 1150 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 year round 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 any floor area requirements set forth above, provided such total reduction for any one residence may not exceed 15 per cent of such minimum floor area requirements for such residence.

#### SECTION 6: GROUND FRONTAGE REQUIRED

Any residence erected on any of the lots hereby restricted, or on part or parts thereof, shall have appurtenant thereto, not occupied by any other residence, at least 80 feet of ground fronting on the street upon which the lot or lots or part or parts thereof fronts. 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 the lots hereby restricted to reduce the required frontage to be used with any residence on any lot, and J.C. Nichols Company 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 required frontage herein provided, 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 10 feet below the minimum number of feet required with each residence as set forth above.

#### SECTION 7: SETBACK OF RESIDENCES FROM STREETS.

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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 the aforesaid 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 with the consent in writing of the then record owner of the fee simple title to any such lot, change any 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 5 feet nearer to the side street than is the front building line or 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 vacation or relocation of any of said streets, changes may be made in any of the said building lines, provided that such 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, 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 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:

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

(b) 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 3 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: Enclosed, covered porches, balconies and porte cocheres may project beyond the front building lines and side building lines not to exceed 6 feet.

#### SECTION 8. FREE SPACE REQUIRED.

Any residence, including attached garages, attached greenhouses, ells and porches, enclosed or unenclosed, covered or uncovered, but exclusive of those projections specifically referred to in paragraphs "a" or "b" of Section 7 hereof, erected or maintained on any of the lots hereby restricted, or on any part or parts thereof, as shown on the aforesaid plat of Prairie Hills, 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 plat or as established in the conveyance of any lot, or on such 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, covered or uncovered, but exclusive of those projections specifically referred to in Paragraphs "a" and "b" of Section 7 hereof, erected or maintained on any of the lots hereby restricted, or on any part or parts thereof, shall be set back at least 10 feet from both 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 said lots, may, with 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 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 of the

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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 without the consent in writing of J.C. Nichols Company.

SECTION 9. OUTBUILDINGS PROHIBITED.

No outbuilding or other detached structures appurtenant to the residence may be erected on any of the lots hereby restricted 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 of the lots 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 above the surface of the ground on any of the lots hereby restricted without the consent in writing of the J.C. Nichols Company.

SECTION 12. LIVESTOCK AND POULTRY PROHIBITED.

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

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 8 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, for a period of time ending January 1, 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 75 per cent of the front feet of the lots hereby restricted may release all of the land which is hereby restricted from any one or more of these restrictions on January 1, 1975, or at the end of any successive 25 year period thereafter, by executing and acknowledging an appropriate agreement or agreements and filing the same in the office of the aforesaid Register of Deeds of Johnson County, Kansas, at Olathe, prior to January 1, 1970, or at least 5 years prior to the end of any successive 25 year period after January 1, 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 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 the 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 and assigns, or any 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.

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J.C. Nichols Company may assign or convey to any other person or corporation any or 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 this instrument to be executed by its Vice-President and its corporate seal to be hereto affixed this 24<sup>th</sup> day of July, 1961.

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

STATE OF MISSOURI  
COUNTY OF JACKSON

BE IT REMEMBERED, That on this 24<sup>th</sup> day of July, 1961, 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 know 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 – Notary Public  
within and for said County and State.  
My commission expires: April 14, 1963