

which is filed for each group of lots
 admitted to the home association

DECLARATION OF RESTRICTIONS
 (AFFECTING BLOCKS 30, 31 AND 32, AND
 PARTS OF BLOCKS 33 AND 34, OF OAK PARK)

oak park ux

WHEREAS, J. C. NICHOLS COMPANY, a corporation of Kansas City, Jackson County, Missouri, authorized to transact business in the State of Kansas, has heretofore executed a plat of Blocks 30, 31 and 32, and Parts of Blocks 33 and 34, of Oak Park, which plat was recorded on April 13, 1971, under Document No. 875364, in Book 32 of Plats, at Page 27, in the Office of the Register of Deeds of Johnson County, Kansas, and said Company has heretofore dedicated to the public all of the streets, terraces, drives and roads for street purposes as are shown on said plat; and

WHEREAS, J. C. NICHOLS COMPANY is the owner of certain of the lots shown on the aforesaid plat of Oak Park and now desires to place certain restrictions on all of said lots owned by it, 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 future grantees, hereby declares that Lots 1 and 2, and Lots 4 to 26, both inclusive, in Block 30, and Lots 1 to 7, both inclusive, in Block 31, and Lots 1 to 28, both inclusive, in Block 32, and Lots 1 to 12, both inclusive, in Block 33, and Lots 1 and 2 in Block 34, of Oak Park, as shown on the aforesaid plat shall be and the same are hereby restricted as to their use in the manner hereinafter set forth. None of the restrictions hereinafter set forth shall apply to or affect Lot 3, in Block 30, of Oak Park, which lot is not owned by J. C. Nichols Company.

DEFINITION OF TERMS USED:

For the purpose of these restrictions, the word "street" shall mean any Street, Road, Drive or Terrace of whatever name which is shown on said plat of Oak Park.

The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

OAK PARK

OAK PARK

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 30:

Lots 1 and 2, on 99th Terrace.
Lots 4 to 13, both inclusive, on 99th Terrace.
Lots 14 to 26, both inclusive, on 99th Street.

In Block 31:

Lots 1 to 7, both inclusive, on Monrovia Drive.

In Block 32:

Lots 1 to 14, both inclusive, on 99th Terrace.
Lots 15 to 28, both inclusive, on 100th Street.

In Block 33:

Lots 1 to 11, both inclusive, on 100th Street.
Lot 12, on Monrovia Drive.

In Block 34:

Lots 1 and 2, on 100th 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 30:

On Lot 1, on both 99th Terrace and Quivira Road.
On Lot 2, on 99th Terrace.
On Lots 4 to 12, both inclusive, on 99th Terrace.
On Lot 13, on both 99th Terrace and Monrovia Drive.
On Lot 14, on both 99th Street and Monrovia Drive.
On Lots 15 to 25, both inclusive, on 99th Street.
On Lot 26, on both 99th Street and Quivira Road.

The word "lot" may mean 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, 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. 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 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 now own or shall hereafter acquire any interest in the above enumerated lots and agree and covenant with the owners and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and improvements thereon for a period of ten years ending on January 1, 1990, 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 or used or occupied for other than private residence purposes, and no building or structure, although intended for residence purposes, may be erected or maintained on Lots 1 and 2 and Lots 4 and 5, both inclusive, in Block 30, and on Lots 1 to 7, both inclusive, in Block 31, and on Lots 1 to 28, both inclusive, in Block 32, and on Lots 1 to 12, both inclusive, in Block 33, and on Lots 1 and 2, both inclusive, in Block 34, of Oak Park, shall be designed for occupancy by a single family. Any residence erected or maintained on Lots 3 to 13, both inclusive, in Block 32, and on Lots 14 to 28, both inclusive, in Block 30, of Oak Park, shall be designed for occupancy by not more than two (2) families.

In Block 31:

On Lot 1, on both Monrovia Drive and 100th Street.
On Lots 2 to 6, both inclusive, on Monrovia Drive.
On Lot 7, on both Monrovia Drive and 99th Street.

In Block 32:

On Lot 1, on both 99th Terrace and Quivira Road.
On Lots 2 to 13, both inclusive, on 99th Terrace.
On Lot 14, on both 99th Terrace and Monrovia Drive.
On Lot 15, on both 100th Street and Monrovia Drive.
On Lots 16 to 27, both inclusive, on 100th Street.
On Lot 28, on both 100th Street and Quivira Road.

In Block 33:

On Lot 1, on both 100th Street and Quivira Road.
On Lots 2 to 11, both inclusive, on 100th Street.
On Lot 12, on both Monrovia Drive and 100th Street.

In Block 34:

On Lot 1, on 100th Street.
On Lot 2, on both 100th Street and Monrovia Drive.

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 said lots shall not be more than two stories in height, provided, that a residence more than two stories in height may be erected on any of said lots with the consent in writing of J. C. Nichols Company.

Any residence one story in height designed for occupancy by a single family (as distinguished from a two-family or duplex residence) and erected on any of said lots shall contain a minimum of 1,200 square feet of enclosed floor area, and any such residence more than one story in height erected on any of said lots shall contain a minimum of 1,200 square feet of enclosed floor area, of which at least 900 square feet shall be on the first floor.

Any residence designed for occupancy by two families and erected on any of Lots 14 to 26, both inclusive, in Block 30, of Oak Park, shall contain a minimum of 2,000 square feet of enclosed floor area.

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 shall have and 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 part or parts thereof fronts, as hereinafter provided:

In Block 30:

Lot 1	80 Feet
Lot 2	70 Feet
Lots 4 to 12, both inclusive,	70 Feet
Lots 13 and 14	80 Feet
Lots 15 to 25, both inclusive,	75 Feet
Lot 26	90 Feet

In Block 31:

Lot 1	80 Feet
Lots 2 to 6, both inclusive	70 Feet
Lot 7	80 Feet

In Block 32:

Lot 1	80 Feet
Lots 2 to 13, both inclusive	70 Feet
Lots 14 and 15	80 Feet
Lots 16 to 27, both inclusive,	70 Feet
Lot 28	80 Feet

In Block 33:

Lot 1	80 Feet
Lots 2 to 11, both inclusive,	70 Feet
Lot 12	80 Feet

In Block 34:

Lots 1 and 2	80 Feet
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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 record 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 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 RESIDENCES 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

plat of Oak Park 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 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 that is shown on said plat 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 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 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 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 plat 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 a relocation of such streets.

Those parts of the residence which may project to the front of and be nearer to the front street and the side street than the front 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 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 2 feet.

(b) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilaster, grillework, 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 2 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.

7 The main body of any residence, including attached garages, attached greenhouses, sills, 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 shall not occupy more than 80 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 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 sub-paragraphs (a) and (b) of Section 7 hereof, shall be set back at least 7 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 33-1/3 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 outbuilding 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 distribution or service connection 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.

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 16. 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, 1990, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each, provided, however, that the owners of the fee simple title to more than 50 per cent of the front feet of all of the lots hereby restricted, as shown on the aforesaid plat of Oak Park, may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth, on January 1, 1990, or at the end of any successive twenty-five (25) year period thereafter, by executing and acknowledging an appropriate

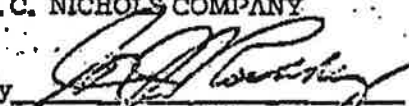
agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Johnson County, Kansas, prior to January 1, 1985, or at least five (5) years prior to the expiration of any successive twenty-five (25) year period after January 1, 1990.

SECTION 17. RIGHT TO ENFORCE.

The restrictions herein set forth shall run with the land and bind the present owner, and 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 16th day of September, 1971.

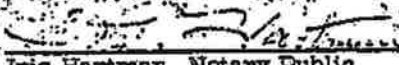
J. C. NICHOLS COMPANY

By 
John J. Ruddy, Vice President

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 18th day of September, 1971, 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.

My commission expires:
August 14, 1972