

MANOR OAKS

DECLARATION OF RESTRICTIONS

LOTS 1 TO 51 BOTH INCLUSIVE

Note: #4, 5 and 6 will vary with different areas of the subdivision

Restrictions Dated August 16, 1954
Filed August 20, 1954 at 1:17.8 P.M.

No. 628514

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 16th day of August, 1954, by William M. Erickson and Mabel E. Erickson, husband and wife, of the County of Jackson and State of Missouri, hereinafter referred to as declarants, who are the owners of all of lots 1 to 51, both inclusive, in Manor Oaks, a subdivision of land in Jackson County, Missouri, lots 1 to 14 inclusive, of which was formally platted on the 14th day of June, 1954, and recorded in the Recorder of Deeds' Office at Independence, on the 17th day of June, 1954, instrument number 624731, plat book 17, page 43 and lots 15 to 51 inclusive, of which was formally platted on the 2nd day of August, 1954, and recorded in the Recorder of Deeds Office at Independence on the 10th day of August, 1954, instrument number 627724, plat book 17, page 76.

WITNESSETH:

WHEREAS, the declarants have heretofore established lots designated by numbers, streets, utility easements, building set back lines and easements for sewers as shown on the plat and now desire to place certain restrictions on the maintenance and use of the lots shown on the plat for the benefit of and binding upon these declarants and their grantees.

NOW THEREFORE, in consideration of the premises, the declarants herein do by these presents subject all of the lots in manor oaks, being lots 1 to 51, both inclusive, to the following restrictions as to their maintenance and use; to-wit:

1. All lots shall be used for residential purposes only. No commercial business, enterprise or trade shall be carried on in Manor Oaks. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and having garage attached.
2. Before any structure shall be built, altered or placed on any lot the construction plans and specifications and a plan showing the location, elevation and landscaping of the structure shall be submitted to and have the written approval of the building committee as to quality and type of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered without similar approval. The building committee shall consist of these declarants and Richard A. Erickson and Elizabeth M. Erickson. In case of a vacancy by death or resignation the remaining member or members of the committee may function and may fill such vacancy or vacancies by appointment. Any two members shall have full power to act for the committee. No member shall receive any

compensation for his services performed pursuant to this covenant. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion or within ninety (90) days after the start, whichever is later, approval will not be required and this covenant shall be deemed to have been fully complied with.

3. No dwelling shall be erected or placed on any lot having a width of less than eighty (80) feet at the minimum building set back line and an area less than 12,000 square feet, except that any dwelling built on a regularly platted lot shall be deemed full compliance herewith.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and in addition thereto a ten foot easement is reserved with the center line on the dividing line between lots 33 and 30 and along the east line of lot 33 to 35th Street for such facilities; and access easements for service connections for sewer are reserved from the rear of lots 16, 17, 18, 19, 20, 25, 26, 38, 39 and 40 to the sanitary sewer easement shown on the plat. Declarants shall have and do hereby reserve the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains and storm sewers, and to give or grant rights of way or easements therefor over and upon any part of said land described herein. No water from roof downspouts, basement garage drain, or surface drainage shall be placed in sewer line and no connection of any kind shall be made to any sewer line without inspection and approval by declarants, its successors or assigns.

5. Any residence erected on any of the lots in Manor Oaks shall contain a minimum of 1000 square feet of enclosed first floor area of living space exclusive of garages, porches, portecocheres, patios, utility rooms, basements, open breezeways or attics; provided, however, that on lots 1 to 24 inclusive, no 2 bedroom residence shall contain less than 1350 square feet and no 3 or more bedroom residence shall contain less than 1500 square feet of living space as in this paragraph defined and that on lots 25 to 51 inclusive the minimum living space shall be 1400 square feet for 2 bedroom and 1600 square feet for 3 or more bedroom homes; and provided, further, that interior areas above the first floor need not be immediately completed 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, and if written permission of the building committee is obtained. Every residence shall contain at least one and one-half bathrooms. Floor space requirements may be reduced by 20% with the written consent of the building committee.

6. Residences on lots 1 to 14 inclusive shall front on Norwood Street, on lots 15 to 32 inclusive shall front on Crysler Street, on lots 33 to 35 inclusive shall front on 35th Street, and on lots 36 to 51 inclusive shall front on Shady Bend Drive, provided that on all corner lots residences may face both streets or the corner upon written permission of the Building Committee.

7. No part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots nearer to the front street or the side street than is the front building line or the side building line shown in the plat of Manor Oaks and no residence may be built, erected or maintained on any of the said lots more than 15 feet further from the street than said building line; except that the declarants and their heirs, administrators, executors and assigns reserve the right to modify the building lines in the event that any street, easement or right-of-way is changed or modified through a resurvey of any part of said plat. The building committee as herein provided for may give written permission to vary the location of residences and permit projections up to within ten feet of the street or a greater setback than otherwise permitted where the natural elevation of the lot along the established setback lines is more than either eight feet above or four feet below the established roadway level along the abutting street or to avoid unnecessary and unreasonable destruction of trees and where in the opinion of the building committee the

location and architectural design will not detract materially from the appearance and value of other properties.

8. The main body of any residence, including attached garages, attached green houses, enclosed or unenclosed porches shall not occupy more than 70% of the width of the lot upon which such residence is erected. In computing this requirement the measurements shall be made on a line at the front of the house at right angles to a line drawn from the mid-point of the front lot line to the mid-point of the back lot line; Provided, however, that the width of any residence may be increased by consent in writing of the building committee not more than 10% of the width of any lot. The conveyance of any part of any lot shall not reduce the frontage below the requirements of this paragraph. No part of any house shall be closer than 10 feet to any side lot line.

9. No animals, livestock or poultry may be raised, bred, kept or maintained upon any of the lots; pets not to exceed three in number may be kept but must be restrained on a leash or in a fenced backyard, provided that they are not kept, bred, or maintained for any commercial purpose.

10. No tank for the storage of fuel may be maintained above the surface of the ground.

11. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots; provided, however, that one advertising board of not more than five (5) square feet may be maintained on each lot or tract when it is placed upon the market for sale.

12. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or maintained on any property in said sub-division or at any time to be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling or residence shall be occupied until fully completed. No residence shall be moved from another location to any lot herein.

13. No rolled roofing or any other roofing material not currently recognized as a permanent type of construction shall be used. Exterior coverings of asphalt paper, tin or any material not recognized as substantial or permanent shall not be permitted. All wood exteriors except roofs, shall be covered with not less than three coats of good paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than nine months after the commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than necessary to repair or demolish it.

14. No commercial vehicle, truck, trailer or bus shall be parked upon any of the lots or upon any of the streets in the said subdivision except as incidental to construction or repair work being done there and no building material of any type, machinery, equipment, graders, diggers, tractors shall be permitted to remain in said subdivision except as incidental to construction work being there carried on.

15. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

16. No out-buildings, detached garages or other structures are permitted. Pergolas, ovens, detached structures for ornamental purposes may be erected only with written approval of the building committee. All fences and walls shall be on an ornamental nature and shall not exceed 42 inches in height above the ground and must be approved in writing by the building committee.

17. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect

the validity of the other provisions which shall remain in full force and effect.

18. These covenants and restrictions shall run with the land and shall be binding upon all the parties and all persons claiming under then for a period of twenty-five (25) years from the date hereon at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by instrument in writing signed and acknowledged by the then owners of a majority of the front footage in Manor Oaks, or any additions thereto, it is agreed to change, modify, or revoke these covenants and restrictions in whole or in part.

19. If the parties hereto, or any of them, or their heirs, executors, administrators or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate or property situated in Manor Oaks, or association of such of such persons, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues from such violation. A duly organized Association of property owners may bring such suit as may be permitted.

IN WITNESS WHEREOF, the declarants herein have placed their signatures the day and year above written.

William M. Erickson
Mabel E. Erickson

STATE OF MISSOURI

COUNTY OF JACKSON

On this 16 day of August, 1954, before me, a Notary Public personally appeared William M. Erickson and Mabel E. Erickson, his wife, to me known to be the persons described in and who executed the foregoing agreement, and acknowledged that they executed the same as their free act and deed.

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

(L.S.)
Notary Public in and for
said County and State.
My term expires: Feb. 2, 1958

Isabelle T. Hovey