



File #: 220879

ORDINANCE NO. 220879

Approving the plat of Theodore Jack Court, an addition in Jackson County, Missouri, on approximately 2.61 acres generally located at the northeast corner of W. 112th Terrace and State Line Road, creating 5 lots and 2 tracts for the purpose of a 5 lot single family home subdivision; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2020-00029)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Theodore Jack Court, a subdivision in Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.


Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 6. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Jackson County, Missouri.

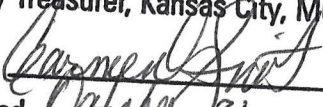
Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on October 6, 2020.

Approved as to form and legality:


Euard Alegre
Associate City Attorney


This is to certify that General Taxes for 2023, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By 
Dated, October 31, 2024



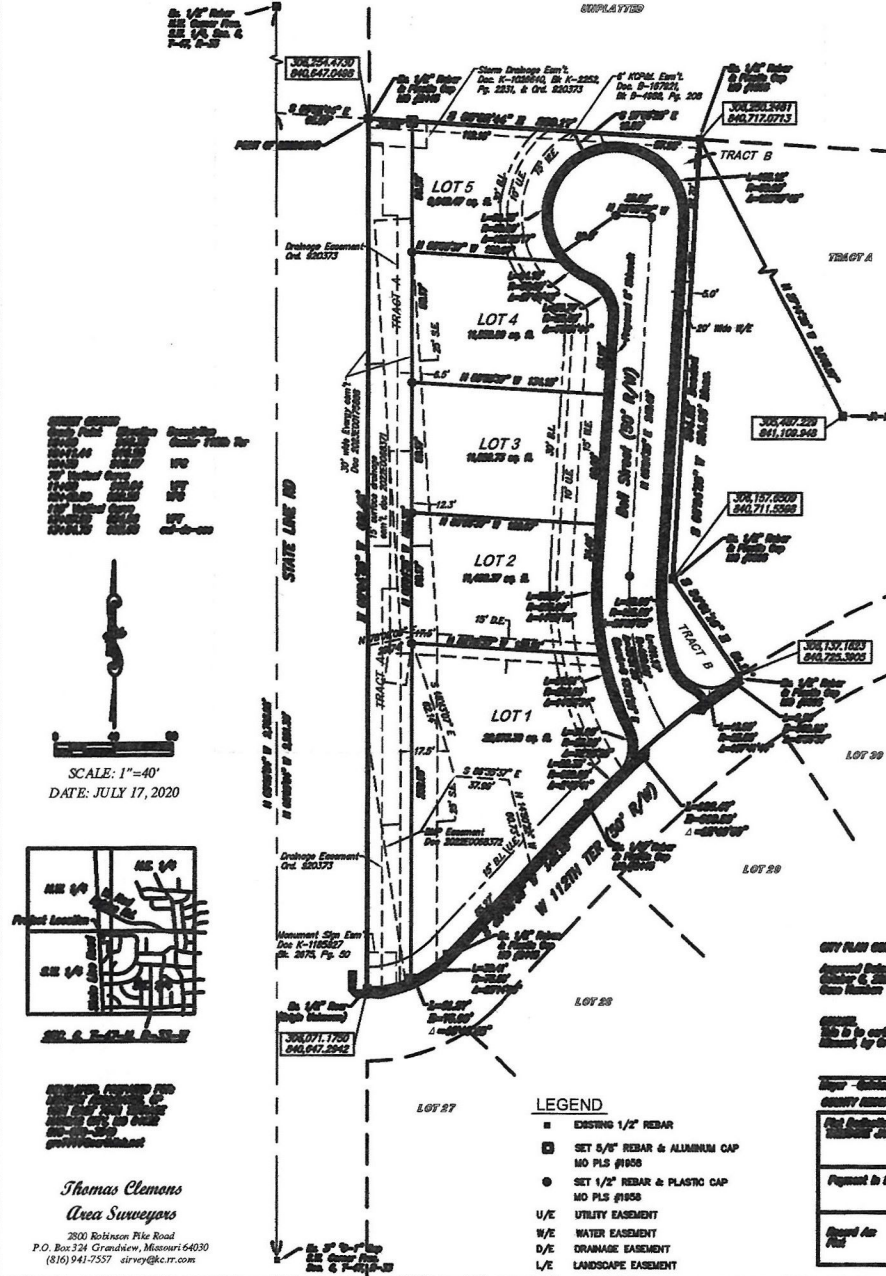
Authenticated as Passed


Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

OCT 06 2022
Date Passed

FINAL PLAT
THEODORE JACK COURT
 LOTS 1 THRU 5, TRACTS A, AND B, A SUBDIVISION IN
 JACKSON COUNTY, MISSOURI



NOTICE
 That part of the South 1/4 of Section 14, Township 33 North, Range 25 West, Jackson County, Missouri, described as follows: [Detailed description of land parcels and easements]

WARRANTY
 The undersigned proprietors of the above described land have caused the same to be subdivided in the manner shown on the accompanying plat, with plat and exhibition shall heretofore be taken as [Detailed warranty text]

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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

11/08/2024 2:22 PM

NON-STANDARD FEE: EXEMPT FEE: \$27.00 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0076829

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

This document has been recorded under exempt status
pursuant to RSMo 59.310.4.

This certificate has been added to your document in
compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

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NON-STANDARD FEE: EXEMPT FEE: \$66.00 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0076831

Book: 220 Page: 77

Diana Smith, Recorder of Deeds

Jackson County
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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

11/08/2024 2:22 PM

FEE: \$45.00

9 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0076830

Book: Page:
Diana Smith, Recorder of Deeds

THEODORE JACK COURT
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

THIS DECLARATION is made this 23RD day of AUGUST, 2024, by Midwest Associates, GP, a Missouri General Partnership ("Developer").

WITNESSETH:

WHEREAS, Developer has executed and filed or will file with the Recorder of Deeds of Jackson County, Missouri, a plat of the subdivision known as "Theodore Jack Court", which plat includes certain real property located in Kansas City, Jackson County, Missouri and legally described on the attached **Exhibit A**.

WHEREAS, Developer, as the present owner and developer of the above-described Property, desires to place certain restrictions on such lots to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, and all of said restrictions shall be for the use and benefit of the Developer and its future grantees, successors and assigns.

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

- 1. Use of Land.** Except as otherwise expressly provided herein, none of the Lots May be improved, used or occupied for other than single family, private residential purposes. No trailer, outbuilding or Exterior Structure shall at any time be used for human habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of lots or used for human habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate brokerage companies) authorized by the

Developer from using trailers or temporary buildings or structures or any residence or clubhouse for model, office sales or storage purposes during the development and build out of the Subdivision.

Tract A. Tract A will be owned by the Developer Midwest Associates, GP. Each Lot Owner will be responsible for maintaining their portion of Tract A. This Berm area is a 30' strip of land that runs along Stateline Road.

Tract B. Tract B will be owned and maintained by the Developer Midwest Associates, GP.

Storm Water Retention Area (BMP) at rear of Lot 1 shall be maintained by the Developer Midwest Associates, GP.

2. **Building Material Requirements.**

- (a) Exterior walls of all residences and all appurtenances thereto shall be of stucco (but no stucco board or staccato), brick, stone, wood shingles or wood lap siding, plate glass, glass blocks, or any combination thereof in such amounts and combinations as approved by the Developer. All windows and exterior doors shall be constructed of glass, wood, vinyl, metal clad or vinyl clad, or any combination thereof. No windows or exterior doors may be silver or other bright finish. Roofs shall be covered with high quality composition shingles or other materials, all of the specific types and colors approved by the Developer in writing. Notwithstanding the foregoing provisions of this Section 2 requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the Developer in its absolute discretion. In the event the City or other government agency with jurisdiction and authority requires specific building materials not authorized above or requires that Owners have additional choices of building materials not authorized above, the Developer shall have the right, in its absolute discretion, to establish and regulate in writing the specific types, colors and other aesthetic features of such new or additional building materials.
- (b) All applicable exterior components (excluding roofs, brick, stone, stucco, vinyl (eaves or windows), and similar components) shall be covered with a workmanlike finish of two coats of high quality paint (in addition to a primer coat) or stain. No residence or Exterior Structure shall stand with its exterior in any unfinished condition for longer than five months after commencement of construction.
- (c) No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of the residence. No window air conditioning units shall be permitted.
- (d) No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue

(other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues shall be capped with a black or color-conforming metal rain cap.

- (e) All driveways and sidewalks shall be concrete, patterned concrete, bomanite, interlocking pavers, brick or other permanent stone finishes. No driveway shall be constructed in a manner as to permit access to a street across a rear property line.
- (f) All residences shall have a three-car garage. The Developer shall have the authority to permit two-car garages on any Lot when special circumstances require it. Garage doors must be approved in writing by the Developer. No carports are permitted.

3. **Minimum Floor Area.**

- (a) All residences shall have a minimum of approximately 3,000 square feet above grade excluding any finished attics, garages, basements and similar habitable areas).
- (b) The Developer, in its absolute discretion, may allow variances from the minimum square footage requirement.

4. **Approval of Plans; Post Construction Changes; Grading Trees.**

- (a) Notwithstanding compliance with the provisions of Section 2 and 3 above, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, Lot grading plan, general landscaping plan, and exterior color scheme (all as and when required by the Developer for each particular stage of construction) have been submitted to and approved in writing by the Developer. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the Developer.
- (b) All final grading of each Lot shall be in accordance with the master grading plan approved by the City; any related grading plan furnished by the Developer for the development phase containing the Lot, and any specific site grading plan for the Lot approved by or for the Developer. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from adjacent residences (actual and future). No changes in the final grading of any Lot shall be made without the prior written approval of the Developer. The Developer shall have no liability or responsibility to any builder, Owner or other party for the failure of a builder or Owner to final grade or maintain any Lot in accordance with the master grading plan or any approved Lot grading plan or for the Developer not requiring a lot grading plan or compliance therewith or for the quality or composition of any soil or subsurface material. The Developer does not represent or guarantee to any Owner or other person that any grading plan for the Lots that the Developer or any engineer or other party may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Owner's or other

person's satisfaction.

- (c) No trees or plantings may be removed from the Berm or Private open space unless such trees or plantings are dead, diseased or pose a threat to the public or the adjacent property and after approval of the Developer.

5. **Set Backs.**

No residence, or any part thereof (exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections), or Exterior Structure, or any part thereof, shall be nearer the street line than the building set back lines shown on the recorded plat for such Lot; provided, however, that the Developer shall have the right to decrease, from time to time and in its absolute discretion, the setback lines for a specific Lot.

6. **Commencement and Completion of Construction.**

Unless the following time periods are expressly extended by the Developer in writing, construction of the residence on a Lot shall be commenced within three months following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within 12 months after such construction commencement. In the event such construction is not commenced within such three month period (of extension thereof, if any), the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from such purchaser at the sale price of the Lot from the Developer to the initial purchaser thereof. If such repurchase right is exercised by the Developer, the Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, interest or other expenses paid or incurred by or for such Owner.

7. **Exterior Structures.**

No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except strictly in accordance with and pursuant to the prior written approval of the Developer as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior color scheme.

- (i) Only wrought iron or wood fencing shall be permitted on all lots. All fences shall not exceed four feet in height, and may be permitted only along the boundary of the Lot. Only wrought iron fencing shall be permitted in front yard space of each Lot.
- (ii) Screening or privacy fences may be permitted on Lots to screen a patio, hot tub, pool or similar area. All such fences shall not exceed six feet in height and may be constructed only of maintenance free materials.
- (iii) No fence may be installed in the private open space area of each Lot. Fences shall not disfigure the property or the neighborhood or interfere with drainage. All fences

must be approved in writing by the Developer prior to commencement of construction on the Lots. No fence shall be constructed or maintained on any Lot more than one foot from the property line of the Lot, except to the extent necessary for such fence to abut the residence and /or connect with a fence installed by the Developer.

- (iv) All basketball goals shall be permanently installed, free standing and not attached to the residence. All backboards shall be transparent and all poles shall be black. There shall be only one basketball goal per Lot.
- (v) The following Exterior Structures shall be prohibited: animal runs, dog houses, trampolines, portable basketball goals, tennis courts, paddle tennis courts, tree houses, batting cages, detached greenhouses and other detached outbuildings.

8. **Buildings or uses other Than for Residential Purposes; Noxious Activities; Miscellaneous.**

- (a) Except as otherwise provided in Section 1 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his residence.
- (b) No noxious or offensive activity shall be carried on with respect to any Lot; nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or private open space area; nor shall anything be done which may be or become an annoyance or a nuisance to the Subdivision, or any part thereof. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. Each residence and Exterior Structure on a Lot shall be kept and maintained by the Owner in good condition and repair at all times. The Owner shall repaint each residence every five years or less, as needed.
- (c) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.
- (d) Overnight parking of motor vehicles, trailers or similar apparatus of any type or character in public streets, Common Areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only. No vehicle (other than an operable passenger automobile, passenger van or pickup truck), commercial truck, bus, boat, trailer, camper, mobile home, or similar apparatus shall be left or stored overnight on any Lot, except in an enclosed garage.
- (e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited except during such time as such truck is actually being used for the specific purpose for which it is designed.

- (f) Recreational motor vehicles of any type or character are prohibited except:
 - (i) Storing in an enclosed garage;
 - (ii) Temporary parking for the purpose of loading and unloading (maximum of one overnight every 14 days)
- (g) No television, radio, citizens' band, short wave or other antenna, satellite dish, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or Exterior Structure or erected in any yard. Small satellite dishes (maximum 20 inches in diameter) may be installed so as not to be readily visible from the street and to render the installation as inoffensive as possible to other Owners.
- (h) No detached garage or other storage facility, barn shall be erected upon, moved onto or maintained upon any Lot.

9. Animals.

No animals of any kind shall be raised, bred, kept or maintained on any Lot except that dog, cats and other common household pets may be kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance and (c) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Lot of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all street, and Lots owned by others. Pet waste shall not be disposed of in any storm sewer or Lots owned by others.\

10. Lawns, Landscaping and Gardens.

Prior to occupancy the Owner shall sod and landscape the Lot. All landscaping shall be installed in accordance with the landscaping plans approved by the Developer.

The Developer shall have the right to direct the Builder to install one or more Street Trees on each Lot. The Developer in its absolute discretion shall select the type of trees(s) and location. Each Owner shall properly water, maintain and replace all trees and landscaping on the Owner's Lot (including any trees planted by or for the Developer. The Owner will be responsible for planting the appropriate trees/ plantings for their section of the private open space.

All Lots in the Subdivision shall have an individual, underground sprinkler irrigation system to be acquired, installed and replaced at Owner's expense.

11. Sidewalks.

The Developer requires the Builder to install the public sidewalk in front of the Lot and drive approach.

12. **Amendments.**

The Developer, in its sole discretion, has the authority to amend this document as deemed necessary.

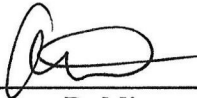
[Signature Page Follows.]

Midwest Associates, GP

By: *Teresa E. Grover*
Teresa E. Grover, Partner

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

This instrument was acknowledged before me on August 23rd, 2024,
by Teresa E. Grover, as a partner of and on behalf of Midwest Associates, GP,
a Missouri General Partnership.



Notary Public

Print Name: Andrea Williams

My Commission expires:
Nov. 17, 2024

ANDREA WILLIAMS
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Nov. 17, 2024
Commission # 20968470

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION:

That part of the South 1/2 of Fractional Section 6, Township 47, Range 33, Kansas City, Jackson County, Missouri, described as follows:

Commencing at a point in the West line of said Section 6, which point is 1,539.77 feet North of the Southwest corner thereof and running thence North along said West line of Section 6 (said West line having an assumed bearing of North 3 degrees 34 minutes West) a distance of 741.51 feet; thence South 89 degrees 56 minutes 28 seconds East along a line parallel with the South line of said Section 6, a distance of 63.17 feet (61.97 feet Record) to a point on the Easterly line of State Line Road, as existing and established on June 23, 1961, said point being the Point of Beginning of this Tract; thence continuing along the last described course, a distance of 230.17 feet; thence South 0 degrees 03 minutes 32 seconds West, a distance of 304.22 feet; thence South 37 degrees 27 minutes 28 seconds East a distance of 81.11 feet to the North line of 112th Street Terrace as dedicated in the plat of FOXCROFT, a subdivision in Kansas City, Jackson County, Missouri; thence Southwesterly along said North Street line following a curve to the left and having a radius of 609.89 feet, whose Initial Tangent has a bearing of South 52 degrees 32 minutes 33 seconds West, a distance of 136.47 feet to a point of tangency; thence South 39 degrees 42 minutes 11 seconds West (South 39 degrees 40 minutes 10 seconds West Record), a distance of 143.19 feet (143.17 feet Record) to a point of curve; thence Southwesterly and Westerly along a line following a curve bearing to the right and having a radius of 75 feet, a distance of 61.27 feet to a point in the most Easterly line of said State Line Road; thence North 3 degrees 28 minutes 12 seconds West along said Easterly line, a distance of 601.43 feet (601.33 feet Record) to the Point of Beginning. Also known as Tract B on the Certificate of Survey filed July 29, 2016 as Document No. 2016E0069892 in Book 14 at Page 50.
Containing 113,676.91 sq. ft. or 2.61 acres more or less.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

11/08/2024 2:22 PM

NON-STANDARD FEE: EXEMPT FEE: \$66.00 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0076831

Book: 220 Page: 77

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Jackson County
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Exempt Document

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Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
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112 W. Lexington, Suite 30
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Tax Certificate

415 E 12th Street
Kansas City, MO 64106
Taxpayer Services: (816) 881-3232
Business Taxes: (816) 881-3186

INSTRUCTIONS TO TAXPAYER

- 1. Have Part I of this Tax Certificate completed by the GIS Department.
2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse. They will complete Parts II and III.
3. You cannot record your plat until these steps are completed.

PART I: TO BE COMPLETED BY GIS DEPARTMENT

Use ONE form for each parcel number

Legal Description: (RTS or Sub)

THEODORE JACK COURT

Current Parcel ID: 65-330-01-04-00-0-00-000
GIS Staff: Vincent Brice

Years: 2021 - 2023
Date: 10/22/2024

PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT

Return to GIS Department if unable to follow payment history back three (3) years. Attach document if paid. Attach bill if taxes due.

Table with 4 columns: YEAR, AMOUNT DUE, DATE PAID, VERIFIED BY. Rows for years 2022, 2023, and 2024.

PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR

(This is to certify that, according to the records of the Collection Department, the State, County, and School Taxes for Real Property have been paid in full for 2021-2023 and all prior years for the above described property.)

Date: 10/22/2024

Supervisor: Altha Young