

Blocks 1, 2, 3 and 4 of

WORNALL HOMESTEAD,

An Addition to Kansas City, Missouri.

Plat Book B No. 16.

Page No. 11.

No. 739432.

Dedication

Filed Jan. 11th 1910

At 10:21 A. M.

This is a subdivision of all that part of the West $\frac{1}{2}$ of the N. W. $\frac{1}{4}$ of Sec. 5 and all that part of the N. E. $\frac{1}{4}$ of Sec. 6, Twp. 48, Rg. 33 in Kansas City, Jackson County, Missouri, described as follows:

Beginning at a point in the North line and 61.4 feet west of the N. E. corner of said Section 6, thence in a southerly direction along a line which bears South 1 degree 41' 41" west 683.92 feet to a point, which point is 81.63 feet west of the East line of said Sec. 6; thence along a curve to the left from the last described course as a tangent, the radius of which is 17,188.76 feet, 403.84 feet to a point which is 88.87 feet west of the west line and 1274.3 feet North of the Westerly prolongation of the South line of the west $\frac{1}{2}$ of the N. W. $\frac{1}{4}$ of said Sec. 5; thence east along a line 1274.3 feet North of and parallel to the South line of the W. $\frac{1}{2}$ of the N. W. $\frac{1}{4}$ of said Sec. 5 and the westerly prolongation of same, 690.21 feet to a point; thence N. 1096.2 feet to a point in the N. line, 598.74 feet East of the N. W. corner of said Sec. 5, thence west along the N. line of said sections 5 and 6, 660.14 feet to the point of beginning.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner represented on the accompanying plat, which subdivision and plat shall hereafter be known as Blocks 1, 2, 3 and 4 of Wornall Homestead, an addition to Kansas City, Missouri.

The Streets, Avenues and roads represented on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

J. C. Nichols Land Company does further consent that Kansas City may at any time hereafter by ordinance prohibit the construction or maintenance of billboards or advertising boards or structures for the posting, painting or printing of signs or advertisements on property within the limits of said Addition and J. C. Nichols Land Company, its successors and assigns hereby waive all damages or remuneration on account of such prohibition, provided however that such ordinances shall only prohibit said billboards or advertising boards, or structures exceeding 10 feet square in size.

All persons, including corporations, who now own or shall hereafter acquire any land in any of Blocks 1, 2, 3, and 4 of this plat shall be taken and held to agree and covenant with owners of any other part of the above described blocks of land and with their heirs, successors or assigns, to conform to and observe the following restrictions and stipulations as to the use thereof:

FIRST. None of the lots in Blocks 1, 2, 3 and 4 shall be improved, used nor occupied during a period of 20 years from date hereof for other than residence purposes, and during said period no flat, nor apartment house, though intended for residence purposes, shall be erected thereon.

SECOND. Each and every residence erected upon said lots or any of them or part or parts thereof, during aforesaid period shall have one of its principal frontages on the Street upon which the lot or lots upon which said residence is erected, front.

For the purpose of these restrictions all lots in the East $\frac{1}{2}$ of Blocks 1, 2, 3 and 4 of above described property shall be taken and deemed to front East, and all lots in the west $\frac{1}{4}$ of the above described blocks shall be taken and deemed to front West. All residences on corner lots shall also present a good frontage on side streets.

THIRD. Each and every residence erected during said period on lots 7 and 8 Block 3 and 8 and 9 of Block 4 of the above described property shall cost not less than \$5000.00; each and every residence erected during said period on the remaining lots in Bks. 3 and 4 and lots 8 and 9 in Block 1, and lots 7 and 8 in Block 2 of the above described tract must cost not less than \$4000.00. All residences erected during said period on the remaining lots in Blocks 1 and 2 shall cost not less than \$3000.00.

FOURTH. Each and every residence erected on above described lots shall have a frontage of ground of at least 50 feet on the street upon which the lot or lots upon which the residence is erected front. In lots that have a less width in front than in the rear, the average width of such lots measured of the front and rear shall be deemed to be the actual frontage.

FIFTH. The main body of any residence, exclusive of porches shall not be erected during said period on any of said lots within 50 feet of the present street line, upon which lots so improved front. No out-building erected during said period of time on any of said lots shall be located within 100 ft. of the front line of the lot upon which it is situated, and shall present an attractive appearance and correspond with the

style and architecture of the residence to which it is appurtenant.

SIXTH. Said period of 20 years during which the aforesaid restrictions shall be in force may be extended as to any or all of said restrictions for an additional period not exceeding 20 years, provided the owners of a majority of front feet of said Addition shall, prior to the Jan. 1st 1925, execute and acknowledge an agreement extending the time as to said covenants and restrictions and file the same of record in the office in Jackson County Missouri where conveyances of Real Estate may be required by law to be filed.

SEVENTH. Said covenants shall run with the land and bind the present owner its successors and assigns, and all parties claiming by, through or under it shall be taken to hold and agree to covenant with owner of said lots, its successors and assigns, and each of them to comply with and observe said covenants and restrictions as to the use of said lots but no covenant nor restriction herein contained 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 lots.

EIGHTH. J. C. Nichols Land Company shall have the right to locate, construct or maintain, or authorize the location, construction or maintenance of water, gas and sewer pipes, poles and wires, upon a strip of land not exceeding three feet in width across the rear end of lots as platted and to excavate for such purposes upon said strip. A license to Kansas City to build sewers across the rear end of all lots shown on this plat and for such purpose to excavate for the width of 3 feet across the rear of said lots is hereby granted.

NINTH. None of said lots during aforesaid period shall be conveyed to, owned, used nor occupied by negroes as owners or tenants.

In testimony Whereof J. C. Nichols Land Company has caused these presents to be executed by its President and its name and Corporate Seal being by him hereto affixed.

(Seal) J. C. NICHOLS LAND COMPANY.
By J. C. NICHOLS, President.

Deed restrictions are for 20 yrs. with an option by owners to extend another 20 yrs. for Wornall Homestead blocks 1, 2, 3 and 4. The overall WHHA Agreement document dated 4/15/1924 makes 20 year extensions of deed restrictions automatic unless rescinded by Wornall Homestead owners. The majority of owners of all properties in blocks 1 through 13 can vote to release all or part of the deed restrictions as long as action is taken 5 yrs. prior to the end of any 20 yr. period and properly filed. The question is: which governs - this provision or the automatic extension provision contained in the WHHA Agreement document?

Change in Building Lines Block 4
WORNALL HOMESTEAD

THIS AGREEMENT, made and entered into this 26th day of October, 1912, by and between Flora B. Blackmore, a single woman, the owner of Lot Two (2), Goldie Angeline Longan and George B. Longan, her husband, the owners of Lot Three (3), Linda Brown, a single woman, the owner of Lot Four (4), Isabel C. Haskell and H. J. Haskell, her husband, the owners of Lot Five (5), Roy L. Warner and Eva S. Warner, his wife, the owners of Lot Six (6), and James A. Carrel, a single man, the owner of Lot Seven (7), J. C. Nichols Land Company, a corporation, the owner of Lots One (1) and Eight (8), all of said lots being in Block Four (4) of Blocks 1, 2, 3 and 4, of WORNALL HOMESTEAD, an addition in Kansas City, Jackson County, Missouri, as shown on the recorded plat thereof on file and of record in the office of the recorder of deeds of county aforesaid.

WITNESSETH: That, whereas, by restrictions set FORTH on the recorded plat of said WORNALL HOMESTEAD, it is provided that the main body of any residence exclusive of porches, erected on any of said lots within a period of twenty (20) years from January 11, 1910, shall be set back at least fifty (50') feet from the present street line; and,

WHEREAS, it is the intention of the parties to this agreement that the main body of any residence erected on any of said lots within said period of time, shall be set back at least sixty (60') feet from the present street line;

NOW THEREFORE, in consideration of the mutual advantages and benefits accruing to each of us, and in further consideration of the sum of One (\$1.00) Dollar to each paid by the other, receipt of

which is hereby acknowledged, it is hereby agreed between the parties to this agreement, that for a period of twenty years from January 11, 1910, the main body of any residence, exclusive of porches, erected on any of said lots owned by the parties to this agreement, shall be set back at least sixty (60) feet from the present street line or front of said lots.

THIS AGREEMENT shall be deemed to be a covenant running with the title to said lots and be binding upon the parties hereto, their respective heirs, successors and assigns, for the period of time herein mentioned, with the same force and effect as though set forth on the recorded plat of said WORNALL HOMESTEAD.

IN WITNESS WHEREOF, J. C. Nichols Land Company has by authority of its board of directors caused this instrument to be executed by its president and its corporate seal attached hereto, and the other parties hereto have hereunto set their hands and seals this 26th day of October, 1912.

J. C. NICHOLS LAND COMPANY,
(Seal) By J. C. NICHOLS, President.
FLORA B. BLACKMORE.
ROY L. WARNER.
EVA S. WARNER.
LINDA BROWN.
GEORGE B. LONGAN.
GOLDIE ANGELINE LONGAN.
JAMES A. CARREL.
ISABEL C. HASKELL.
H. J. HASKELL.

Increases the front setback from 50 ft. to 60 ft. for Wornall Homestead lots in block 4 only.