

**Blocks 5, 6 and 7**

of

**WORNALL HOMESTEAD**

An Addition to Kansas City, Missouri.

(Plat filed April 26, 1910.)

This is a subdivision of all that part of the West  $\frac{1}{2}$  of the Northwest quarter ( $\frac{1}{4}$ ) of Section 5, Township 48, Range 33 in Kansas City, Jackson County, Missouri, described as follows:—Beginning at the Northeast corner of the West  $\frac{1}{2}$  of the Northwest quarter ( $\frac{1}{4}$ ) of said Section 5; thence West along the North line of said Section 5, 698.78 feet to a point, said point being 598.74 feet East of the Northwest corner of said Section 5; thence South 1096.20 feet to a point which point is 1274.3 feet North of the South line of the Northwest quarter of said Section 5 and 601.34 feet East of the West line of said Section 5; thence East along a line 1274.3 feet North of and parallel to the South line of the Northwest quarter ( $\frac{1}{4}$ ) of said Section 5, 381.91 feet to a point in the Westerly line of the Right of Way of the Kansas City & Westport Belt Ry.; thence in a Northeasterly direction along the Westerly line of the Right of Way of said Kansas City & Westport Belt Ry. 1065.13 feet to a point in the East line of the West  $\frac{1}{2}$  of the Northwest quarter ( $\frac{1}{4}$ ) of said Section 5 which point is 84.36 feet South of the point of beginning, thence North along the East line of the West  $\frac{1}{2}$  of the Northwest quarter of said Section 5, 84.36 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 5, 6 and 7 of Wornall Homestead, an Addition to Kansas City, Missouri.

The streets, boulevards, and roads represented in 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 bill boards or advertising boards or structures exceeding ten (10) square feet in size.

All persons, including corporations, who now own or shall hereafter acquire any land in any of Blocks 5, 6 and 7, except Lot 1 in Block 7, of this plat agree to conform to and observe the following restrictions and stipulations as to the use thereof for a period of twenty (20) years from date hereof, to-wit:

1. None of the lots in Blocks 5, 6 and 7 shall be improved, used nor occupied during said period for other than residence purposes, and during said period no flat or apartment house, though intended for residence purposes, shall be erected thereon.

2. 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 such residence is erected, front. For the purpose of these restrictions Lots 1, 15 to 20 inclusive in Block 5, and Lots 12 to 20 inclusive in Block 6 front on Wyandotte Street, and Lots 2 to 7 inclusive in Block 5 front on 59th Street, and Lots 8 and 9 in Block 5 and Lots 1 to 11 inclusive in Block 6 and Lots 2 to 20 inclusive in Block 7 front on Brookside Boulevard; Lots 10 to 14 inclusive in Block 5 front on Huntington Road. All residences on corner lots shall also present a good front on side streets.

3. Each and every residence erected during said period on Lots 8 to 14 inclusive and Lot 20 in Block 5 and Lots 1 and 20 in Block 6 of the above described property shall cost not less than four thousand (\$4000.00) dollars. All residences erected during said period on the remaining Lots in Block 5, 6 and 7 of the above described property shall cost not less than three thousand (\$3000.00) dollars.

4. Each and every residence erected on above described lots shall have a frontage of ground of at least fifty (50) feet on the street upon which said lot or lots, upon which residence is erected, front.

5. No residence, exclusive of porches, shall be erected during said period on any of said lots so that the main body of said residence shall be nearer any street than the building line shown on the accompanying plat, adjacent to the street on which said residence fronts.

6. No out-buildings erected during said period of time on any of said lots shall be located within one hundred (100) feet of the front line of said lots, except out-buildings erected on Lots 8, 9, 10, 11, 12, 13, 14 and 15 in Block 6, Lots 18, 19 and 20 in Block 5, Lot 2 in Block 7, may be erected within sixty (60) feet of the front street line. All out-buildings erected on any corner lot must be located in the corner farthest from the adjacent side street.

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

8. J. C. Nichols Land Company shall have the right to locate, construct or maintain, or authorize location, construction or maintenance, of water, gas, and sewer pipes, poles and wires upon a strip of land

not exceeding three (3) 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 ends of all lots shown on this plat and for such purpose to excavate for the width of three (3) feet across the rear of said lots is hereby granted.

9. 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 and covenant with the 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.

10. Said period of twenty (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 twenty (20) years provided the owners of a majority of front feet of said Addition shall prior to January 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.

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.

**Agreement to Extend Restrictions**

**WORNALL HOMESTEAD**

**Blocks 5, 6 and 7**

Dated April 15, 1924.

Filed July 30, 1924.

Book B-2456, Page 614, No. A-185689.

KNOW ALL MEN BY THESE PRESENTS, that whereas, on the face of the recorded plat of blocks 5, 6 and 7 of Wornall Homestead, an addition in Kansas City, Missouri, it was provided that the restrictions thereon set forth, would be in full force and effect and be binding upon the land and its owners for a period of twenty years from date thereof, and it was further provided thereon that any or all of said restrictions might be extended for an additional period not exceeding twenty years by the owners of a majority of the front feet in said addition, prior to January 1, 1925, executing and acknowledging an agreement extending the time as to said covenants and restrictions and filing the same of record in the office in Jackson County, Missouri, where conveyances of real estate are by law required to be filed.

NOW THEREFORE, in consideration of the premises and in consideration of the sum of One Dollar (\$1.00) to each of the parties hereto paid by the other, the receipt of which is hereby acknowledged, it is hereby agreed by and between the parties hereto, who are the owners of those lots in said addition set opposite their respective names below (which lots so described, constitute a majority of the front feet of the lots in said addition), that each and every one of said restrictions set forth on the recorded plat of said blocks 5, 6 and 7 of Wornall Homestead, shall be and is hereby extended for a period of twenty years from the

date of the expiration of said first twenty year period.

It is further agreed between the parties hereto that each of the restrictions set forth on said plat and hereby extended, shall automatically be continued thereafter for successive periods of twenty years each, provided however, that the owners in fee simple of the majority of the front feet of the lots in Blocks 1 to 13, both inclusive of Wornall Homestead, may release all of such lots from any one or more of said restrictions at the end of the first period of extension provided for above, or of any successive twenty year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record in the office of the Recorder of Deeds of Jackson County, Missouri, at least five years prior to the expiration of said first period of extension, or of any subsequent twenty year period. It is further agreed that the covenants and agreements herein contained, shall be for the benefit of and may be enforced by the respective owners of any and all of the lots hereinafter described, and the respective owners of any and all other lots in said addition, who may by appropriate instrument similarly extend the existing restrictions on their respective lots.

IN WITNESS WHEREOF, the individual owners of the respective lots set opposite their names have hereunto set their hands and the corporate owners, if any, have by authority of their respective boards of directors, caused this instrument to be executed by their officers, and their respective corporate seals to be hereto affixed, this 15th day of April 1924.

Here follows signatures duly acknowledged.

Unless action has been recorded that rescinds any or all restrictions, it is assumed that all restrictions are still in force.