

Blocks 8, 9 and 10,**WORNALL HOMESTEAD****An Addition to Kansas City, Missouri.**

PLAT

Filed Aug. 30th, 1910, at 4:40 P. M.

Plat Book B 16.

No. 775960.

Page 72.

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

Beginning at a point in the West line and 634.3 feet North of the South West corner of the North West $\frac{1}{4}$ of Sec. 5, Tp. 48, Rg. 33, thence East along a line 634.3 feet North of and parallel to the South line of said North West $\frac{1}{4}$, 864.02 feet to a point in the Westerly line of the Right of Way of the Kansas City and Westport Belt Railway, thence in a North Easterly direction along the Westerly line of said Right of Way to a point which is 1,274.3 feet North of the South line of said North West $\frac{1}{4}$, thence West along a line 1,274.3 feet North of and parallel to the South line of said North West $\frac{1}{4}$, 1,072.12 feet to a point, which point is 88.87 feet West of the East line of the North East $\frac{1}{4}$ of said Sec. 6, and being in the center line of Broadway or Wornall Road; thence in a Southerly direction along the center line of Broadway or Wornall Road 640.17 feet to a point, which point is 80.85 feet West of the point of beginning, thence East 80.85 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 8, 9 and 10 of Wornall Homestead, an Addition to Kansas City, Missouri.

The streets, boulevards and terrace 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 in the ordinance approving this plat or 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 ordinance shall only prohibit said billboards, or advertising boards or structures exceeding 10 square feet in size.

All persons, including corporations, who now own or shall hereafter acquire any land in any of Blocks

8, 9 and 10 of this plat, shall be taken and held to agree and covenant with the owners of any other part of above described blocks of land and with their heirs, successors and assigns, to conform to and observe the following restrictions and stipulations as to the use thereof.

1. None of the lots in Blocks 8, 9 and 10 of the above described property 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.

2. Each and every residence erected upon said lots, or any of them, or parts thereof, during the 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 all lots in the North $\frac{1}{2}$ of Block 8 and the North $\frac{1}{2}$ of Block 9, of the above described property shall be taken and deemed to front North, and all lots in the South $\frac{1}{2}$ of Block 8 and the South $\frac{1}{2}$ of Block 9 of the above described property shall be taken and deemed to front South, and all lots in Block 10 of the above described property shall be taken and deemed to front on Brookside Boulevard. All residences on corner lots shall also present a good frontage on side streets.

3. Each and every residence erected during said period on any lot or lots in Block 8 of the above described property shall cost not less than \$4,000.00. Each and every residence erected during said period on any lot or lots in Blocks 9 and 10 of the above described property shall cost not less than \$3,000.00.

4. Each and every residence erected during said period on any of the above described lots except Lot 1, Block 10, 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. Any residence erected on Lot 1, Block 10, shall have a frontage of ground of at least 35 feet on Brookside Boulevard.

5. The 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 the lots so improved front, except residences erected on Lots 1, 2, 3, 4, 5, 22, 23, 24 and 25, in Block 9, may be erected within 40 feet of the present street line, upon which the lots so improved front, and residences erected on Lots 25 and 26 in Block 8 may be erected within 30 feet of the present street line, upon which the lots so improved front.

No outbuildings erected during said period of time on any of said lots shall be located within 100 feet of the front line of the lot upon which it is situated except outbuildings erected on Lots 1, 2, 3, 4, 5, 22, 23, 24 and 25, in Block 9, may be erected within 80 feet of the front line of the lot upon which it is situated. All outbuildings shall present an attractive appearance and correspond with the style and architecture of the residence to which they are appurtenant.

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

7. J. C. Nichols Land Company shall have the right to locate, construct, or maintain, or authorize the location, construction, or maintenance of conduits, water, gas and sewer pipes, poles and wires or all or any of them upon a strip of land not exceeding 3 feet in width across the rear ends 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 purposes to excavate for a width of three feet across the rear of said lots is hereby granted.

8. 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 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.

9. 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 additional periods not exceeding 20 years each, by the owners of a majority of the front feet of said Addition, prior to the expiration of the first twenty years or any subsequent twenty years, executing and acknowledging an agreement or agreements, in writing, extending the time as to any or all of said covenants and restrictions and filing the same of record in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City.

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.

J. C. NICHOLS LAND COMPANY,

(L. S.) By: J. C. NICHOLS, President.

Agreement to Extend Restrictions**WORNALL HOMESTEAD****Blocks 8, 9 and 10**

Dated April 15, 1924.

Filed July 30, 1924.

Book B-2454, Page 632, No. A-185688.

KNOW ALL MEN BY THESE PRESENTS, that whereas on the face of the recorded plat of blocks 8, 9 and 10 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 one or more of said restrictions might be renewed or extended for additional periods of time not exceeding twenty years each, by the owners of the majority of the front feet of said addition prior to the expiration of the first twenty year period, or of any successive twenty year period thereafter, executing and acknowledging an appropriate agreement in writing for such purposes, and filing the same for 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 8, 9 and 10 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.