

Plat of
COUNTRY CLUB RIDGE
(Blocks 9-16)

With Restrictions.

Plat Book B. No. 1,000,124. Page —.
Filed Aug. 22, 1914, at 8:00 A. M.

This is a subdivision of all of the southwest quarter of the southeast quarter and of the south five (5) feet of the northwest quarter of the southeast quarter of Section Thirty-one (31), Township Forty-nine (49), Range Thirty-three (33), in Jackson County, Missouri, lying west of the center line of Summit Street, except that part thereof now included in Ward Parkway; which plat and subdivision shall be hereafter known and designated as COUNTRY CLUB RIDGE, an addition in Kansas City, Jackson County, Missouri. In all future conveyances a description by lot and block number, as the lots and blocks are marked and designated on this plat, shall be a good and sufficient description of the land to be conveyed.

Dedication of Streets

All of the streets, avenues and terraces shown on the attached plat, which have not heretofore been dedicated to the public for use as public streets, are hereby so dedicated, and the triangular parks shown on the attached plat are hereby reserved for park purposes.

Billboards May Be Prohibited

During such period or periods of time as the restrictions hereinafter set forth shall be effective, The J. C. Nichols Realty Company may at any time, and Kansas City may at any time by ordinance, prohibit the construction or maintenance of billboards or advertising boards or structures exceeding five (5) square feet in size, for the posting, painting or printing of signs or advertisements within the limits of this addition, and all rights for damages on account of such prohibition are hereby expressly waived.

Definitions of Terms Used

For the purpose of these restrictions, the word "street" shall mean any street, avenue, terrace or parkway shown on this plat; the word "out-building" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

Easements Reserved

The J. C. Nichols Realty Company hereby reserves an easement and right over the rear three (3) feet of all of the lots in Blocks Nine (9), Ten (10), Eleven (11) and Twelve (12) to locate, con-

struct and maintain or authorize the location, construction and maintenance of conduits for any or all purposes, water, gas and sewer pipes, poles and wires, or all or any of them, and to excavate for such purposes on said rights of way; provided, however, that this right shall in no way interfere with the right of Kansas City to build or maintain sewers along the rights of way heretofore conveyed to it. An easement for the same purposes is hereby reserved by The J. C. Nichols Realty Company over strips of land six (6') feet in width, being three (3') feet on each side of the following lines: The North line of Lots Twelve (12) and Thirteen (13) in Block Thirteen (13); the north line of Lots Six (6) and Seven (7) in Block Fourteen (14); the north line of Lot Five (5) in Block Sixteen (16) and also along the six (6') foot rights of way shown on the attached plat. All of the south tier of lots in Blocks Nine (9) and Ten (10) shall have the privilege of connection to the sewer now laid in the right of way heretofore conveyed to Kansas City at the wye nearest the east line of each of said lots, and all of the north tier of lots in Blocks Eleven (11) and Twelve (12) shall have the privilege of connection to the sewers now laid in the rights of way heretofore conveyed to Kansas City at the wye nearest the east line of each of said lots across strips of land six (6') feet in width.

Persons Bound By These Restrictions

All persons or corporations who now own or shall hereafter acquire any interest in any of the lots in this addition, except Lots Four (4) to Thirteen (13) inclusive, in Block Thirteen (13); Lots Four (4) and Five (5) in Block Fourteen (14) and Lots Seven (7) to Eleven (11) inclusive, in Block Fifteen (15), which shall not be subject to any of the restrictions hereinafter set forth, shall be taken and held to agree and covenant with the owner of the above described lots, and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof, and the construction of residences and improvements thereon, for a period of twenty-five (25) years from June 1, 1914.

Section 1.

Use of Land

That none of said lots shall be improved, used or occupied for other than private residence purposes, and no flat nor apartment house, though intended for residence purposes, may be erected thereon. Each residence shall be designed for occupancy by a single family.

Section 2.

Frontage of Lots

That for the purpose of these restrictions all of Lots Two (2) to Six (6) inclusive in Block Nine (9), and Lots One (1) and Two (2) in Block Sixteen (16) shall be deemed to front on Fifty-seventh Street; and all of Lots Seven (7) to Eleven (11) inclusive, in Block Nine (9), all of Lots Two (2) to Six (6) inclusive, in Block Ten (10), all of Lots Two (2) to Five (5) inclusive, in Block Fifteen (15), and Lots Four (4) and Five (5) in Block Sixteen (16) shall be deemed to front on Fifty-seventh Street Terrace; all of Lots Seven (7) to Ten (10) inclusive, in Block Ten (10); all of Lots Two (2) to Five (5) inclusive, in Block Eleven (11), Lots One (1) to Three (3) inclusive in Block Fourteen (14), and Lots One (1) and Twelve (12) in Block Fifteen (15) shall be deemed to front on Fifty-eighth Street; all of Lots Six (6) to Eleven (11) inclusive, in Block Eleven (11), all of Lots One (1) to Six (6) inclusive, in Block Twelve (12), all of Lots One (1) to Three (3) inclusive in Block Thirteen (13) and Lots Six (6) and Seven (7) in Block Fourteen (14) shall be deemed to front on Fifty-eighth Street Terrace; all of Lots Seven (7) to Twelve (12) inclusive, in Block Twelve (12) shall be deemed to front on Fifty-ninth Street.

Section 3.

Frontage of Residence on Streets

That any residence erected on any of said lots, the frontage of which is defined above, shall front on the street on which the lot fronts, and any residence erected on any corner lot shall also present an attractive frontage on the side street, and shall have on that side of the residence either an attractive doorway entrance or a front porch or a walled front terrace attached to said residence.

Section 4.

Required Cost of Residence

That any residence erected on Lots Six (6) and Seven (7) in Block Nine (9), Lot Six (6) in Block Ten (10), Lots One (1) to Six (6) inclusive, in Block Fifteen (15), and Lots One (1) to Five (5) inclusive, in Block Sixteen (16) shall cost not less than Ten Thousand (\$10,000.00) Dollars; any residence erected on Lots One (1) to Five (5) inclusive, and Eight (8) to Twelve (12) inclusive, in Block Nine (9), and on Lots One (1) to Five (5) inclusive, and Lots Seven (7) to Eleven (11) inclusive, in Block Ten (10), on Lots One (1) to Six (6) inclusive, in Block Eleven (11), on Lot Six (6) in Block Twelve (12), on Lot One (1) in Block Thirteen (13), on Lots One (1) to Three (3) inclusive, Lots Six (6) and Seven (7) in Block Fourteen (14) and Lot Twelve (12) in Block Fifteen (15) shall cost not less than Seventy-five Hundred (\$7,500.00) Dollars; any residence erected on any other lot herein restricted shall cost not less than Five Thousand (\$5,000.00) Dollars.

Section 5.

Ground Frontage Required

That any residence erected on any of said lots which fronts on or is adjacent to Fifty-seventh Street, shall have appurtenant thereto, not occupied by any other residence, at least one hundred (100) feet frontage of ground fronting on Fifty-seventh Street; that any residence erected on any of Lots One (1) to Three (3) inclusive, in Block Fourteen (14) Lots One (1) to Six (6) inclusive, and Lot Twelve (12) in Block Fifteen (15), and Lots Four (4) and Five (5) in Block Sixteen (16) shall have appurtenant thereto, not occupied by any other residence, at least one hundred (100) feet frontage of ground fronting on the street on which the lot fronts; that any residence erected on any of the lots in Blocks Nine (9) and Ten (10) fronting on Fifty-seventh Street Terrace shall have appurtenant thereto, not occupied by any other residence, at least ninety (90) feet frontage of ground fronting on Fifty-seventh Street Terrace; and that any residence erected on any of the remaining lots in Block Ten (10), on all of the lots in Block Eleven (11) and Block Twelve (12), on Lots One (1) to Three (3) inclusive, in Block Thirteen (13) and on Lots Six (6) and Seven (7) in Block Fourteen (14) shall have appurtenant thereto, not occupied by any other residence, at least seventy-five (75') feet frontage of ground fronting on the street on which the lot fronts.

Section 6.

Set-Back From Street

That no part of any residence, except as hereinafter provided, shall be nearer to the front street line or the side street line than the front building line or side building line designated on the accompanying plat.

Section 7.

Window Projections

That bay or bow or oriel, dormer and other projecting windows and stairway landings, other than full two-story or three-story bay or bow or oriel windows or stairway landings, may project beyond the front or side building line not to exceed five (5) feet.

Section 8.

Miscellaneous Projections

That cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections, and any projections for purely ornamental purposes, may project beyond the front or side building line not to exceed five (5) feet.

Section 9.

Vestibule Projections

That any vestibule not more than one story in height may project beyond the front or side building line not to exceed six (6) feet.

Section 10.

Porch Projections

That unenclosed, uncovered or covered porches and balconies, porte cocheres and terraces may project beyond the front building line not to exceed fifteen (15) feet; on corner lots any porches or balconies, covered or uncovered, enclosed or unenclosed, porte cocheres and terraces may project beyond the side building line not to exceed ten (10) feet.

Section 11.

Free Space Required

That any residence, exclusive of the projections set forth in Paragraphs numbered 7, 8, 9 and 10, erected on any of the lots the required frontage of which is Ninety (90') feet or more, except Lot Six (6) in Block Fifteen (15) and Lot Three (3) in Block Sixteen (16) shall not occupy more than sixty (60%) per cent of the average width of the lot upon which it is erected, and it shall be at least ten (10') feet from both of the side lines of the lot; and that any residence, exclusive of such projection, erected on any lots the required frontage of which is less than ninety (90') feet, shall not occupy more than sixty-five (65%) per cent of the average width of the lot upon which it is erected and that it shall be at least six (6') feet from both of the side lines of the lot.

Section 12.

Set-Back of Outbuildings From Street

Any outbuildings erected on any of said lots shall correspond in style and architecture to the residence to which they are appurtenant. Any garage, unless directly attached to the residence to which it is appurtenant and any outbuildings erected on any of Lots One (1), Two (2) and Twelve (12) in Block Fifteen (15), and on Lots Two (2) and Four (4) in Block Sixteen (16) shall be set back at least seventy-five (75') feet from the present front line of the lot and on any other of said lots, except Lot Six (6) in Block Fifteen (15) and Lot Three (3) in Block Sixteen (16), any such garage and outbuildings shall be set back at least ninety (90') feet from the present front line of the lot, and at least fifty (50') feet from the present side street line of any corner lot.

Section 13.

Free Space for Outbuildings

On those lots, the required frontage of which for the residence to be erected thereon, is ninety (90') feet or more, any outbuildings erected thereon, exclusive of projections set forth in Paragraphs numbered 7 and 8 shall not occupy more than forty (40%) per cent of the width of any such lot (measured along the rear line thereof), and on those lots, the required frontage of which for the residence to be erected thereon, is less than ninety (90') feet; any out-

buildings erected thereon, exclusive of projections set forth in Paragraphs numbered 7 and 8, shall not occupy more than fifty (50%) per cent of the width of any such lot (measured along the rear line thereof).

Section 14.

Pergolas Permitted

That no pergolas nor any detached structure for purely ornamental purposes may be erected on any part of any lot in front of a line fifteen (15) feet in front of the front building line without the written consent of The J. C. Nichols Realty Company.

Section 15. Ownership by Negroes Prohibited

"Repealed by Board of Directors under and pursuant to Senate Bill 168, 93rd General Assembly, 2005, signed by Governor of the State of Missouri on July 12, 2005, 1 to, and codified as Sec. 213.041 RSMo, 2000, as amended vers 2005."

Section 16.

Duration of Restrictions

That all of the building restrictions above set forth shall continue and be binding upon The J. C. Nichols Realty Company, and its successors and assigns, for a period of twenty-five (25) years from June 1, 1914, and shall automatically be continued thereafter for periods of twenty (20) years each, unless at least five (5) years prior to the expiration of this first twenty-five (25) year period or of any subsequent twenty (20) year period, the owners of a majority of the front feet of all of the lots in this addition which are hereby restricted, shall execute and acknowledge an agreement or agreements in writing releasing the land from any or all of the above restrictions as to all of the land hereby restricted, and file the same for record in the office of the Recorder of Deeds of Jackson County, Missouri.

Section 17.

Right to Enforce

That the restrictions herein set forth 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, agree and covenant with the owner of said lots, its successors and assigns, and each of them, to comply with and observe said restrictions as to the use of said lots and the construction of the improvements thereon, but no restrictions herein set forth 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; and the owner or owners of any of the above lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action, and failure by The J. C. Nichols Realty Company, or the

owner or owners of any other lot or lots in this addition to enforce any of the restrictions herein set forth, shall in no event be deemed to be a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, The J. C. Nichols Realty Company has by authority of its Board of

Directors, caused this instrument to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 12th day of August, 1914.

THE J. C. NICHOLS REALTY COMPANY,
(L. S.) By H. F. HALL, Vice-President.

(All the lots excepted from these restrictions have been or will in their sale be restricted in a manner similar to the restrictions set forth in this instrument.)