# Blocks 3 and 4 of COUNTRY CLUB RIDGE

## An Addition to Kansas City, Mo.

## PLAT

# Dated May 3rd, 1910, at 10.48 A. M.

#### Plat Book B 16, No. 758521, Page 43.

This is a Subdivision of all that part of the South 1/2 of the South East 1/4 of Section 31, Tp. 49, R. 33, in Kansas City, Jackson County, Missouri, described as follows:

Beginning at the South East corner of the South East ¼ of said Section 31; thence North along the East line of said South East ¼ of Section 31, 660.02 feet to a point; thence West 684.08 feet to a point; thence South 659.88 feet to a point in the South line of said South East ¼ of Section 31; thence East 684.39 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 3 and 4 of Country Club Ridge, an Addition to Kansas City, Missouri.

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

The J. C. Nichols Realty Company does further consent that Kansas City may at any time hereafter, by ordinance, prohibit the construction or maintenance of bill boards or advertising boards, or structures for the posting, painting or printing of signs or advertisements on property within the limits of said Addition, and The J. C. Nichols Realty 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 bill boards 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 3 and 4 of this plat, shall be taken and held to covenant and agree with the owners of any other part of the 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 3 and 4 of the above described property shall be improved, used nor occupied during a period of 25 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 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. All residences on corner Lots shall also present to good frontage on side street, for the purpose of these restrictions, all Lots in the North halves of Blocks 3 and 4 of above described property shall be taken and deemed to front North, and all Lots in the South halves of above described Blocks shall be taken and deemed to front South.

3. Each and every residence erected during said period in Blocks 3 and the North  $\frac{1}{2}$  of 4 of the above described property shall cost not less than \$5000.00 each, and every residence erected during said period in the South  $\frac{1}{2}$  of Block 4 shall cost not less than \$4000.00.

4. Each and every residence erected on any Lots in Block 3 and the North  $\frac{1}{2}$  of Block 4 of the above described property shall have a frontage of ground of at least 100 feet on the Street upon which the Lot or Lots upon which the residence is erected front. Each and every residence erected on any Lots in the South  $\frac{1}{2}$  of Block 4, of the above described property shall have a frontage of ground of at least 50 feet on the Street upon which the Lot or Lots upon which the residence erected front.

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, nor within 40 feet of any side Street line. 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, nor within 50 feet of any side Street line, and shall present an attractive appearance and correspond with the style and architecture of the residence to which it is appurtenant.

# 6. None of said Lots during aforesaid period hall be tongeted to owned, used nor occupied by periods as by new by that said as a city

7. The J. C. Nichols Realty 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, upon a strip of land not exceeding three feet in width across the rear ends of Lots as platted, and to excavate for such purposes

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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 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 25 years during which the aforesaid restrictions shall be in force may be

extended 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 25 years or any subsequent 20 years, executing and acknowledging an agreement or agreements in writing extending the time as to 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, The J. C. Nichols Realty Company has caused these presents to be executed by its President and the name and corporate seal being by him hereto affixed.

THE J. C. NICHOLS REALTY COMPANY,(SEAL)By J. C. NICHOLS, President.

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### COUNTRY CLUB RIDGE,

An Addtion to Kansas City, Missouri, as to Building Restrictions.

#### AMENDMENT

Dated Jany 21st, 1911.

Filed Feby 8th, 1911, at 11:27 A. M. Book B 1289, Page 376, No. 798670.

Recites:

That The J. C. Nichols Realty Company on the 3rd day of May, 1910, filed in the Office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, a Plat of Blocks 3 and 4 of Country Club Ridge, being a Subdivision of a part of the South  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of Section 31, Tp. 49, R. 33, in Jackson County, Missouri, more particularly described in said Plat; and in said Plat restricted the use of said lands as to the improvement thereof in parts numbered 3, 4 and 5, as follows:

No. 3. "Each and every residence erected during said period in Block 3 and the North  $\frac{1}{2}$  of 4 of the above described property shall cost not less than \$5000.00. Each and every residence erected during said period in the South  $\frac{1}{2}$  of Block 4 shall cost not less than \$4000.00."

No. 4. "Each and every residence erected on any Lots in Block 3, and the North ½ of Block 4, of the above described property, shall have a frontage of ground of at least 100 feet on the street upon which the Lot or Lots upon which the residence is erected front. Each and every residence erected on any Lots in the South half of Block 4 of the above described property 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."

No. 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, nor within forty feet of any side street line. 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, or within 50 feet of any side street line, and shall present an attractive appearance and correspond to the style and architecture of the residence to which it is appurtenant."

Whereas, The J. C. Nichols Realty Company is now and was at the time of filing of said Plat, and ever since has been the proprietor and owner in fee simple of Blocks 3 and 4 of said Country Club Ridge described above, and,

Whereas, it is the intention of the said J. C. Nichols Realty Company to amend and change said building restrictions numbered 3, 4 and 5 on said Plat described above.

Now Therefore, said building restrictions numbered 3, 4 and 5, described above, are hereby eliminated from said Plat and made null and void and of no effect and no longer binding upon the present owner, The J. C. Nichols Realty Company, its successors and assigns, or on any parties claiming by, through or under it, and said Plat is hereby amended and changed and the following building restrictions substituted for and in the place of said building restrictions numbered 3, 4 and 5, to-wit:

No. 3. "Each and every residence erected during said period on any Lots, or part or parts thereof, in said Block 4, and the South  $\frac{1}{2}$  of Block 3, of the above described property shall cost not less than \$4000.00. Each and every residence erected during said period on any Lots, or part or parts thereof, in the North  $\frac{1}{2}$  of said Block 3 of the above described property shall cost not less than \$5000.00."

No. 4. "Each and every residence erected on any Lots in Block 4 and the South  $\frac{1}{2}$  of Block 3 of said Blocks 3 and 4 of Country Club Ridge 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, and each and every residence erected on any Lots in the North  $\frac{1}{2}$  of Block 3, of said Blocks 3 and 4 of Country Club Ridge, shall have a frontage of ground of at least 100 feet on the street upon which the Lot or Lots, upon which the residence is erected, fronts."

No. 5. "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 the Lots so improved front, nor within 40 feet of any side street line; 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, nor within 50 feet of any side street line, and shall present an attractive appearance and correspond with the style and architecture of the residence to which it is appurtenant.

Nothing herein contained shall in any way affect or change any of the covenants, restrictions and agreements in said Plat of Blocks 3 and 4 of Country Club Ridge, except restrictions numbered 3, 4 and 5, expressly referred to above, and all the other covenants, restrictions and agreements contained in said Plat shall apply to restrictions numbered 3, 4 and 5, as herein changed in the same manner and with like effect as if they had been included in the original Plat of said Blocks 3 and 4 of Country Club Ridge.

In Testimony Whereof, The J. C. Nichols Realty Company has caused these presents to be executed by its President and its name and corporate seal being by him hereto affixed this 21st day of January, 1911.

THE J. C. NICHOLS REALTY COMPANY, (SEAL) J. C. NICHOLS, President.

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