

COUNTRY CLUB DISTRICT.

Plat Book B 17, Page 93, No. 896248.

Blocks 1, 2, 3 and 4 of Country Club District, An Addition to Kansas City, Missouri.

Filed Nov. 1st, 1912, at 2:40 p. m.

This is a Subdivision of all that part of the Northeast fractional 1/4 of Section 6, Twp. 48, North, Range 33 West, more particularly described as follows, to-wit:

Beginning at a point 86.23 feet West and 670 feet South of the Northeast corner of said Section 6, in the center of Wornall Road, running thence West along the South line of Huntington Road a distance of 1373.2 feet; thence South 591.08 feet; thence East parallel to the North line of said Section 6, a distance of 1364.87 feet to a point in the center of Wornall Road; thence Northerly curving right on a curve of 17188.76 feet radius along the center of Wornall Road a distance of 578.42 feet; thence Northerly on a tangent to last described course 12.76 ft. to 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 be hereafter known as "Blocks 1, 2, 3 and 4 of Country Club District, an Addition to Kansas City, Missouri."

The Streets, Terrace, Roads and Avenues represented on this Plat and not heretofore dedicated for public use as thoroughfares are hereby so dedicated.

J. C. Nichols Land Company hereby grants to Kansas City the right to prohibit in said Addition the erection and maintenance of bill boards or advertising structures exceeding ten square feet in size and hereby waives all damages on account of such prohibition.

J. C. Nichols Land Company hereby reserves the right to locate, construct and maintain or authorize location, construction and maintenance of water, conduit, gas and sewer pipes, poles and wires, or all or any of them upon the rear three feet of the Lots in said Addition, and a license to Kansas City to build sewers on said rear three feet of all lots is hereby granted.

All persons, including Corporations, who now own or shall hereafter acquire any land described in this Plat shall be taken and held to agree and covenant with the owner of the above described land and with its successors and assigns to conform to and observe the following restrictions and stipulations as to the use thereof and the construction of the improvements thereon for a period of 25 years from July 1st, 1912, to-wit:

No. 1. That none of the above lots in said Blocks 1, 2, 3 and 4 of Country Club District shall be improved, used or occupied for other than residence purposes and no flat nor apartment

house, though intended for residence purposes, may be erected thereon; provided that no building shall be erected thereon which shall be used for any other purpose than a residence.

No. 2. That for the purpose of these restrictions all the lots in the North half of each Block in said Addition shall be deemed to front North and all the lots in the South half of each Block to front South. All residences erected in said Addition shall front on the street on which the lots front, and residences erected on corner lots shall present a good frontage on the side street.

No. 3. That all residences erected on any of the above described lots in Blocks 1 and 2 and North halves of Blocks 3 and 4 shall cost not less than \$4000; residences erected on any lots in South halves of Blocks 3 and 4 shall cost not less than \$3500.00.

No. 4. That any residence erected on any of the above described lots shall have appurtenant thereto not occupied by any other residence, at least 50 feet of ground fronting on the Street upon which the lot fronts, and the main body of any such residence, exclusive of porches in Blocks 1 and 2 and the North halves of Blocks 3 and 4 shall be set back at least 50 feet from the present front line of the lot and in the South halves of Blocks 3 and 4 shall be set back at least 45 feet from the present front line of the lot, and at least 20 feet from the present side street line of any corner lot, except on Lots 1 and 22, Block 1, and Lots 1 and 22, Block 4, said residences shall be set back at least 30 feet from the present side street line, and all outbuildings shall be set back at least 100 feet from the present front line of the lots and at least 40 feet from the present side street lines of corner lots.

Repealed By State of MO. lots used

No. 6. That said period of 25 years during which the aforesaid covenants and restrictions shall be in force may be extended as to any or all of said covenants and restrictions for additional periods not exceeding twenty years each by the owners of a majority of front feet of said Addition prior to the expiration of the first 25 years or any subsequent twenty 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.

No. 7. That said covenants and restrictions 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 land, its successors and assigns and each of them, to comply with and observe said covenants and restrictions as to the use of said land and the construction of the improvements thereon, but no covenant or restriction herein contained

shall be personally binding upon any Corporation, person or persons, except in respect of breaches committed during its, his or their seisin of or title to said lot, and the owner or owners of any of the above lots shall have the right to have, sue for and obtain any injunction prohibitive or mandatory to prevent breach or to enforce observance of the covenants and restric-

tions above set forth in addition to ordinary legal actions.

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

J. C. NICHOLS LAND COMPANY,
(L. S.) By J. C. NICHOLS, Pres.

(For additional sewer right-of-way easements see Sewer Plan District 382, Division No. 5.)

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Agreement to Extend Restrictions

COUNTRY CLUB DISTRICT

Blocks 1, 2, 3 and 4

Dated April 28, 1924. Filed July 30, 1924. Book B:2456, Page 626, No. A:1857031. Consideration \$1.00.

KNOW ALL MEN BY THESE PRESENTS, That whereas on the face of the recorded plat of blocks 1, 2, 3 and 4 of Country Club District, 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-five years from July 1, 1912, 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-five year period and of any successive twenty years period thereafter, executing and acknowledging an agreement in writing extending such time, during which such restrictions shall be in force, and filing the same for record in the office of the Recorder of Deeds of Jackson County, Missouri.

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 blocks 1, 2, 3 and 4 of Country Club District, shall be and is hereby extended for a period of twenty years from the date of the expiration of said first twenty-five 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 8 inclusive in Country Club Ridge, blocks 1 to 4 inclusive of Country Club Heights, and blocks 1 to 4 inclusive of Country Club District, 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, or their respective heirs, assigns, executors, administrators, and assigns, and the individual owners of their 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 28th day of April, 1924.

Here follows signatures duly acknowledged: