

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

This is a subdivision of all that part of the N. E. Fractional 1/4 of Section 6, Twp. 48, North, Range 33 West, more particularly described as follows, to-wit: Beginning at a point 61.4 feet West of the N. E. corner of said Section 6, in the center of Wornall Road running thence West along the North line of Section 6, 1393.79 feet; thence South 670 feet; thence East 1373.20 feet parallel with the North line of Section 6, to a point in the center of Wornall Road 86.23 ft. West of the East line of Section 6; thence in a Northerly direction in a straight line along the center of Wornall Road 670.33 ft. to 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 1, 2, 3 and 4 of Country Club Heights, an addition to Kansas City, Missouri."

The Streets, Terrace, Roads and Avenue, represented on this plat and not heretofore dedicated to 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 the location, construction and maintenance of conduits, water, gas and sewer pipes, poles and wires, or all or any of them, upon the rear three feet of all 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 covenant and agree 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 June 1st, 1911, to-wit:

- 1. That none of the above lots in said Blocks 1, 2, 3 and 4 of Country Club Heights shall be improved, used or occupied for other than residence purposes, and no flat or apartment house, though intended for residence purposes, may be erected thereon.
2. That for the purpose of these restrictions all the lots in the North 1/2 of each block in said addition shall be deemed to front north and all

the lots in the south 1/2 of each block to front south. All residences 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.

3. That all residences erected in the North halves of Blocks 1 and 2 and on Lots 1 and 22 in Block 4, and Lot 22, Block 1, shall not cost less than \$4000.00, and any residence erected on any other lot in said addition shall cost not less than \$3000.00.

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 front property on the street on which the lots front, and the main body of any such residence, exclusive of porches, shall be set back at least 50 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 that on Lots 1 and 22 in Block 4, and Lots 1 and 22 in Block 1, such residence 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. hall by

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 20 years each, by the owners of the 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 unity 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.

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 lands, its successors and assigns, and each of them, to comply with and observe said covenants and restrictions as to the use of said lands and the construction of the improvements thereon.

But no covenant or 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, the owner or owners of any of the above lots shall have the right to have, sue for and obtain an injunction, prohibitive or mandatory to prevent the breach of or to enforce the observance of the covenants and restrictions 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,  
By: J. C. NICHOLS, President (Seal)

RESTRICTION AGREEMENT

THOMAS E. HAMM, et al.  
Recites:  
In consideration of the sum of \$1.00 to each paid by the other, receipt of which is hereby acknowledged, and in further consideration of the mutual benefits accruing to each of us, it is hereby agreed between Thomas E. Hamm and Helen O. Hamm, his wife, the owners of Lot 19, of Block 1, of Country Club Heights, that in addition to the covenants and restrictions set forth in the recorded plat of said addition any residence erected upon any of the above described lots shall cost not less than \$4000. This agreement shall be binding upon the respective parties hereto, their heirs and assigns, and proper reference to this Agreement shall be made in the conveyance of any of the above described lots.

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## Agreement to Extend Restrictions

## COUNTRY CLUB HEIGHTS

## Blocks 1, 2, 3 and 4

Dated April 28, 1924, and being a part of a  
 Filed July 30, 1924, in Book B-2492, Page 362, No. A-185704.

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 Heights, 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 June 1, 1911, 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 year 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 Heights, 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 of Country Club Ridge, blocks 1 to 4 inclusive of Country Club District, and blocks 1 to 4 inclusive of Country Club Heights, 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 herein after 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 28th day of April, 1924.

Here follows signatures duly acknowledged.