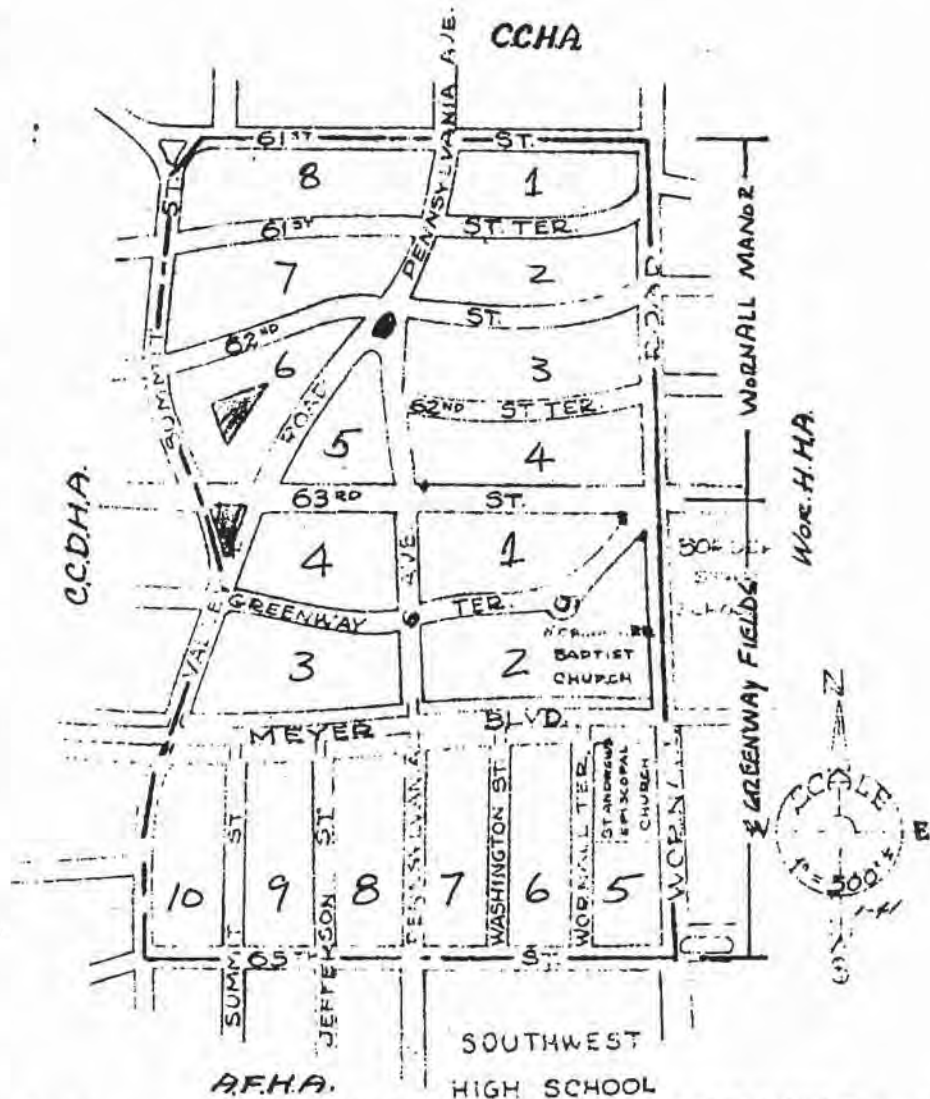


GREENWAY FIELDS HOMES ASSN.



GREENWAY FIELDS

(Blocks 1 & 2)

GREENWAY FIELDS, an Addition in

Kansas City, Mo.

Filed Aug. 17, 1917.

No. 1198805.

This is a subdivision of all that part of the Southeast $\frac{1}{4}$ of Section 6, Township 48, Range 33, in Kansas City, Jackson County, Missouri, more particularly described as follows, to-wit:

Beginning at a point on the North line of said $\frac{1}{4}$ Section 85.04 feet west of the Northeast corner thereof, said point being on the West line of Wornall Road in said Kansas City; thence South $2^{\circ} 48' 37''$ East along the West line of said Wornall Road, said West line making a Southeast angle of $87^{\circ} 11' 23''$ with the North line of said $\frac{1}{4}$ Section 931.13 feet; thence South $88^{\circ} 24' 9''$ West 255.33 feet; thence in a Northerly direction along a curve to the left having a radius of 1400 feet and tangent to a line that bears North $2^{\circ} 47' 15''$ East from the last described point, 199.07 feet to a point in the South line of Meyer Boulevard in said Kansas City 250.06 feet West of the West line of said Wornall Road (measured along the south line of said Meyer Boulevard); thence Westerly along the South line of said Meyer Boulevard 541.63 feet; thence North $3^{\circ} 6' 49''$ West 140.04 feet to a point in the North line of said Meyer Boulevard 792.44 feet West of the West line of said Wornall Road (measured along the North line of said Meyer Boulevard); thence North $1^{\circ} 53' 9''$ West three hundred fifty and thirty-three one hundredths feet; thence on a curve to the left from the last described course as a tangent, the radius of which is 3795 feet, 292.78 feet to a point in the North line of said Southeast $\frac{1}{4}$, 793.9 feet West of the point of beginning, a tangent to said curve at the last described point making a Southeast angle of 83 degrees, 41 minutes, thirty-eight seconds with the North line of said $\frac{1}{4}$ Section; thence East along the North line of said Quarter Section 793.9 feet to the point of beginning, all bearings and courses in the above description are with reference to the North line of the Southeast $\frac{1}{4}$ of said Section 6, as being a true East and West line, which subdivision and plat shall hereafter be known and designated as Greenway Fields, an Addition in Kansas City, Missouri.

Dedication of Streets

Meyer Boulevard has heretofore been dedicated to Kansas City for parkway purposes.

All other streets shown on this plat which have not heretofore been dedicated to Kansas City for

the purposes of a public street are hereby so dedicated, and Greenway Circle is hereby dedicated to Kansas City for park purposes.

Billboards May Be Prohibited

The J. C. Nichols Land 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 5 square feet in size, for the display, posting, painting or printing of signs or advertisements on any lots in 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, parkway or boulevard of whatever name, which is shown on this plat, and which has heretofore been or is herein dedicated to the public for the purposes of a public street or for park, parkway or boulevard purposes. The word "outbuilding" shall mean an enclosed covered structure not directly attached to the residence to which it is appurtenant. For the purpose of construing the provisions of Sections 6, 7, 8 and 9, the word "lot" shall mean either any lot as platted or any tract or tracts of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth or as set forth in the individual deeds from the J. C. Nichols Land Company or from its successors and assigns. "A" corner lot shall be deemed to be any such lot as platted or any such tract or tracts of land as conveyed having more than one street contiguous to it. The Street upon which the lot fronts as hereinafter provided shall be deemed to be a front street; any other street contiguous to any such lot shall be deemed to be a side street.

Easements Reserved

The J. C. Nichols Land Company does hereby give and grant to Kansas City, Missouri, the right to locate, construct and maintain sewers on

all sewer rights of way shown on this plat, and it does hereby reserve the right to locate, construct and maintain, or authorize the location, construction and maintenance of conduits for any and all purposes, water, sewer and gas mains, poles and wires, or all or any of them, and to excavate for such purposes on all rights of way and on those sewer rights of way shown on this plat which are on platted lot lines; provided, however, that this right shall in no way interfere with the right of Kansas City to build and maintain sewers along the sewer rights of way heretofore or herein granted to it; it is provided, however, that the J. C. Nichols Land Company may from time to time release its right as to any one or more of the purposes for which it retains the easements or rights of way shown hereon, which it reserves to itself, at any time prior to the granting to any other person or corporation of its right or interest in said easements or rights of way for the purpose or purposes which it desires to release. The J. C. Nichols Land Company reserves for itself, its successors and to the assignees of this right by express agreement the right in case of those lots fronting on or adjacent to 63rd Street to sign the necessary consents required by State law or Municipal ordinances for the construction, maintenance and operation of any street railway on 63rd Street.

Persons Bound By These Restrictions

All persons or corporations who now own or shall hereafter acquire any interest in any of the lots in Blocks 1 and 2, of this Addition, shall be taken and held to agree and covenant with the owner of said 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 25 years from May 1st, 1917, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth. Notwithstanding anything herein to the contrary none of the restrictions hereinafter set forth shall in any way whatsoever affect or apply to Lot "A."

Section 1.

Use of Land

None of said lots shall be improved, used or occupied for other than private residence purposes, and no plat nor apartment house, though intended for residence purposes, may be erected thereon. Each residence erected or maintained thereon shall be designed for occupancy by a single family; it is provided, however, notwithstanding the provisions of this Section that a church or a church and parsonage may be erected and maintained on Lot 24, in Block 2; provided further, that if a parsonage is erected thereon it shall conform in all respects with the restrictions hereinafter set forth, relating to the erection and maintenance of private residences, on said Lot 24.

Section 2.

Frontage of Lots

For the purpose of these restrictions the following lots or part or parts thereof as indicated in this Section shall be deemed to front on the Street designated, as follows:

In Block One (1):

Lots 1 to 10 inclusive, on 63rd Street; Lots 11 and 12, on Pennsylvania Avenue; Lots 13 to 22 inclusive, on Greenway Terrace.

In Block Two (2):

Lots One to Fifteen inclusive, on Greenway Terrace; Lots 16 to 23 inclusive, on Meyer Boulevard; the South 130 feet of Lot 24, on Meyer Boulevard; North 50 feet of Lot 24, on Wornall Road; Lots 25, 26 and 27, on Wornall Road.

Section 3.

Frontage of Residences on Streets

Any residence erected wholly or partially on any of the following lots or on any part or parts thereof, as indicated in this Section, shall front or present a good frontage on the street or streets designated, and for this purpose as applied to all inside lots it shall mean that the residence shall front on the street designated and on all corner lots it shall front or present a good frontage on the streets designated, as follows:

In Block 1:

On Lot 1, on 63rd Street and Greenway Terrace; on Lots 2 to 9 inclusive, on 63rd Street; on the North 75 feet of the West 75 feet of Lot 10, on 63rd Street and Pennsylvania Avenue; on the West 75 feet of Lots 11 and 12, on Pennsylvania Avenue; on the West 75 feet of Lot 13, on Pennsylvania Avenue and Greenway Terrace; on Lots 14 to 22 inclusive, on Greenway Terrace.

In Block 2:

On Lot 1, on Greenway Terrace and Wornall Road; on Lots 2 to 14 inclusive, on Greenway Terrace; on Lot 15, on Greenway Terrace and Pennsylvania Avenue; on the West 70 feet of Lot 16, on Pennsylvania Avenue and Meyer Boulevard; on Lots 17 to 23 inclusive, on Meyer Boulevard; on Lots 25, 26 and 27, on Wornall Road; on the West 75 feet of the South 130 feet of Lot 24, on Meyer Boulevard; on all of the South 130 feet of Lot 24, except the West 75 feet thereof, on Meyer Boulevard and Wornall Road; on the North 50 feet of Lot 24, on Wornall Road.

Section 4.

Required Cost of Residences

Any residence erected wholly or partially on any of the following lots or part or parts thereof, as indicated in this Section, shall cost not less than the sum designated, as follows:

In Block 1:

On Lot 1, \$5,000.00; on Lots 2 to 4 inclusive, \$4,000.00; on Lots 5 to 9 inclusive, \$3,500.00; on

Lot 10, \$4,000.00; on Lots 11 and 12, \$3,500.00; on Lot 13, \$4,000.00; on Lots 14 to 22 inclusive, \$3,500.00.

In Block 2.

On Lot 1, \$5,000.00; on Lots 2 to 14 inclusive, \$3,500.00; on Lot 15, \$4,000.00; on Lots 16 to 27 inclusive, \$5,000.00.

Section 5.

Ground Frontage Required

Any residence erected on any of the following lots or part or parts thereof, as indicated in this Section, shall have appurtenant thereto not occupied by any other residence at least the number of feet of ground fronting on the street upon which the lot or lots, or part or parts thereof, front, as follows:

In Block 1:

On Lot 1, 140 feet; on Lots 2 to 9 inclusive, 50 feet; on Lot 10, 75 feet; on Lots 11 and 12, 50 feet; on Lot 13, 75 feet; on Lots 14 to 22 inclusive, 50 feet.

In Block 2:

On Lot 1, 125 feet; on Lots 2 to 5 inclusive, 50 feet; on Lot 6, 35 feet; on Lots 7 to 15 inclusive, 50 feet; on Lots 16 to 23 inclusive, and on the South 130 feet of Lot 24, 60 feet; on the North 50 feet of Lot 24 and on Lots 25, 26 and 27, 50 feet.

Section 6.

Set-Back of Residence from Street

(a) No part of any residence, except as hereinafter provided shall be erected or maintained on any of said lots nearer to the front street line or the side street line than the front building lines or the side building lines designated on the lots in this Addition; provided, however, that the J. C. Nichols Land Company does hereby reserve the right in the sale and conveyance of any of said lots to change any building line shown thereon, and may at any time thereafter with the consent in writing of the then record owner of the fee simple title to any such lot change any such building line which is shown thereon, or which may in such sale and conveyance be established by it; provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence exclusive of those projections hereinafter set forth on any lot more than 5 feet nearer to the front street line or the side street line than the front building lines on the said building line shown on this plat.

(b) Those parts of the residences which may project to the front of and be nearer to the front street and the side street than the front building lines and the side building lines shown on this plat and the distance which each part may project are as follows:

(c) **Window Projections:** Including cornices, bay, bow, or oriel dormer and other projecting windows and stairway landings, other than full two-story or three-story bay, bow or oriel windows or stairway landings, may project beyond

the front building lines and the side building lines not to exceed three feet.

(d) **Miscellaneous Projections:** Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises, and other similar projections and any projections for purely ornamental purposes may project beyond the front building lines and the side building lines not to exceed 4 feet.

(e) **Vestibule Projections:** Any vestibule not more than one-story in height may project beyond the front building lines and the side building lines not to exceed three feet.

(f) **Porch Projections:** Unenclosed, uncovered or covered porches and balconies, porte cocheres and terraces may project beyond the front building lines not to exceed 12 feet on corner lots, any porches or balconies, covered or uncovered, enclosed or unenclosed, porte cocheres and terraces may project beyond the side building lines not to exceed 10 feet.

Section 7.

Free Space Required

The main body of any residence, including attached garages, attached greenhouses, ells and enclosed porches, erected or maintained on any of the lots in this addition, shall not occupy more than 70% of the width of the lot upon which it is erected, measured in each case on the front building lines or the front building line produced to the side lines of the lot and any such residence, exclusive of those projections referred to in Paragraphs (c) and (d) of Section 6, shall be set back at least 3 feet from both side lines of the lot upon which such residence is erected; it is provided, however, that the maximum width of any residence which might be erected on any of said lots may with the consent in writing of the J. C. Nichols Land Company be increased, but not to exceed 10%. In any case where the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence, the frontage so used shall be deemed to be the required frontage, and if any residence of the maximum width is built upon any such lot then thereafter the frontage so used may not be reduced so long as said residence is maintained thereon. The used frontage may be reduced at any time by conveyance of a part of the lot, provided that it may not be reduced below the maximum number of feet required with any residence of a width that might then be erected thereon, based on the provisions of this Section; and provided further that in no case may it be reduced below the required frontage herein prescribed by Section 5.

Section 8.

Outbuildings Set Back from Streets

All outbuildings except greenhouses, erected on any of said lots shall correspond in style and architecture to the residence to which they are appurtenant, and shall be of the same exterior material as such residence. No outbuildings, exclusive of those projections set forth in Para-

graphs (c) and (d) in Section 6, shall be erected or maintained on any of said lots nearer to the front street lines or the side street lines than the outbuilding lines shown on this plat; it is provided, however, that the J. C. Nichols Land Company shall have and does hereby reserve the right in the sale and conveyance of any of said lots to change any outbuilding lines shown thereon, and may at any time thereafter, with the consent in writing of the then record owner of the fee simple title to any lot, change any outbuilding line shown thereon or which may in such sale and conveyance be established by it, provided, however, that no change may be made at any time which will permit the erection or maintenance of any outbuildings on any of said lots more than 15 feet nearer to the front street lines or more than five feet nearer to the side street lines than the outbuilding lines shown thereon.

Section 9.

Outbuildings—Free Space Required

Subject to the conditions hereinafter set forth no outbuildings exclusive of greenhouses and exclusive of those projections enumerated in Paragraphs (c) and (d) of Section 6, erected on any of said lots shall occupy more than 50% of the width of the lot upon which such outbuilding is erected, measured along the rear line of said lot; provided, however, that in no case shall the width of any such outbuilding be more than 33 feet. In case more than one such outbuilding is erected on any one lot, then the combined widths of such outbuildings shall not exceed the widths provided for by this Section for single outbuildings, any greenhouse, exclusive of other buildings, may occupy not to exceed a maximum width of 30 feet on any lot upon which they are erected; provided, however, that the combined widths of greenhouses and other outbuildings erected or maintained on any lot at any one time may not exceed 80% of the width of the lot upon which they are erected, measured along the rear line thereof; it is provided further that the maximum combined widths of such outbuildings may with the consent of the J. C. Nichols Land Company be increased by not to exceed 5%, and the provisions of Section 7 relating to the maximum width of the residence which may be erected on any lot having appurtenant with such residence a greater frontage of ground than the required frontage, and the provisions for reducing such frontage shall apply with the same force and effect to outbuildings as to the residence to which such outbuildings may be appurtenant.

Section 10.

Pergolas Permitted

No pergola nor any detached structure for purely ornamental purposes may be erected on any part of any lot in front of a line 12 feet in front of the front building line without the written consent of the J. C. Nichols Land Company.

Section 11.

Rescinded by the Greenway Fields Homes Association Board of Directors pursuant to Section 213.041 of the Revised Statutes of Missouri.

Section 12.

Duration of Restrictions

Each of the restrictions above set forth shall continue and be binding upon the J. C. Nichols Land Company, and upon its successors and assigns for a period of twenty-five years from May 1st, 1917, and shall automatically be continued thereafter for successive periods of 25 years each; provided, however, that the owners of the fee simple title of a majority of the front feet of the lots in this addition which are hereby restricted from any one or more of said restrictions at the end of this first 25 year period or of any successive 25 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 this first 25 year period or of any 25 year period thereafter.

Section 13.

Right to Enforce

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 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 actions, and failure by the J. C. Nichols Land 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 Land Company has by authority of its Board of Directors caused this instrument to be signed by its President and its corporate seal to be hereto affixed this 14th day of July, 1917.

J. C. NICHOLS LAND COMPANY,

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

Plat of
GREENWAY FIELDS
(Blocks 3 & 4)

with restrictions

PLAT

Filed August 4th, 1920

At 12:40 P. M.

No. 1442126.

This is a subdivision of all that part of the Southeast Quarter ($\frac{1}{4}$) of Section Six (6), Township Forty-eight (48), Range Thirty-three (33), in Kansas City, Jackson County, Missouri, more particularly described as follows, to-wit:

Beginning at a point on the North line of the Southeast Quarter ($\frac{1}{4}$) of said Section Six (6), eight hundred seventy-eight and ninety-four hundredths (878.94) feet West of the Northeast corner of said Quarter Section; thence West along the North line of said Quarter Section six hundred sixty-three and one one-hundredths (663.01) feet; thence South twenty-seven degrees and fifty-two minutes ($27^{\circ}-52'$) East, thirty-eight and twenty-two hundredths (38.22) feet, this and all following bearings or courses in this description are with reference to the North line of the Southeast Quarter of said Section Six (6) as being a true East and West line; thence on a curve to the right from the last described course as a tangent, having a radius of four hundred forty-five (445.0) feet, three hundred twenty-seven and ninety-four hundredths (327.94) feet; thence South fourteen degrees twenty-one minutes and twenty-six seconds ($14^{\circ}-21'-26''$) West along a tangent to the last described curve, one hundred thirty-one and fifty-six hundredths (131.56) feet; thence on a curve to the left from the last described course as a tangent, having a radius of two thousand three hundred and sixty-four (2364.0) feet, two hundred and fifty-eight hundredths (200.58) feet to a point on the Northerly line of Meyer Boulevard; thence Easterly along the Northerly line of said Meyer Boulevard seven hundred fourteen and seventy-seven hundredths (714.77) feet to the Westerly line of Pennsylvania Avenue as shown by the plat of Blocks One (1), Two (2) and A of Greenway fields, reference being made to said plat on file in the office of the Recorder of Deeds for Jackson County, Missouri; thence Northerly along the Westerly line of said Pennsylvania Avenue to the point of beginning.

All of the streets, roads, avenues, terraces and boulevards, of whatever name, which have not heretofore been dedicated to the public for use as public streets, or for boulevard purposes, are hereby dedicated for the purposes of a public street, and the triangular tract of land at the intersection of 63rd Street, Summit Street and

Valley Road is hereby dedicated to Kansas City for park purposes.

Billboards May Be Prohibited

The J. C. Nichols Land 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 display, posting, painting or printing of signs or advertisements on any lots in this addition, and all rights for damages on account of such prohibition are hereby expressly waived.

Definition of Terms Used

For the purpose of these restrictions, the word "Street" shall mean any street, avenue, terrace, road or boulevard, of whatever name, which is shown on this plat and which has heretofore been or is herein dedicated to the public for the purposes of a public street or for boulevard purposes. The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant. For the purpose of construing the provisions of Sections Three (3), Six (6), Seven (7), Eight (8) and Nine (9) the word "lot" shall mean either any lot as platted or any tract or tracts of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth in the individual deeds from the J. C. Nichols Land Company, or from its successors and assigns. A corner lot shall be deemed to be any such lot as platted, or any such tract or tracts of land as conveyed having more than one street contiguous to it. The street upon which the lot fronts as hereinafter provided shall be deemed to be the front street; any other street contiguous to any such lot shall be deemed to be a side street.

Easements Reserved

The J. C. Nichols Land Company does hereby give and grant to Kansas City, Missouri, the right

to locate, construct, and maintain sewers on all sewer rights of way shown on this plat and it does hereby reserve the right to locate, construct and maintain, or authorize the location, construction and maintenance of conduits for any and all purposes, water, sewer and gas mains, poles and wires, or any of them, and to excavate for such purposes on all rights of way shown on this plat. It is provided, however, that the J. C. Nichols Land Company may from time to time release its right as to any one or more of the purposes for which it retains the easements or rights of way shown hereon which it reserves to itself, at any time prior to the granting to any other person or corporation of its right or interest in said easements or rights of way for the purpose, or purposes which it desires to release. The J. C. Nichols Land Company reserves for itself, its successors and assigns, and to the assignees of this right by express agreement, the right in the case of those lots fronting on or adjacent to 63rd Street, to sign the necessary consents required by State law or municipal ordinances for the construction, maintenance and operation of a street railway on 63rd Street.

Persons Bound by These Restrictions

All persons and corporations who now own or shall hereafter acquire any interest in any of the lots in this addition shall be taken and held to agree and covenant with the owners of the lots shown on this plat and with their heirs, 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 January 1st, 1920, and provided further, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

Section 1.

Use of Land

None of said lots shall be improved, used or occupied for other than private residence purposes, and no flats nor apartments, though intended for residence purposes, may be erected thereon. Any residence erected or maintained thereon shall be designed for occupancy by a single family.

Section 2.

Frontage of Lots

For the purpose of these restrictions, the following lots or part or parts thereof as indicated in this Section shall be deemed to front on the streets designated, as follows:

In Block Three (3):

Lots One (1) to Eight (8) inclusive on Greenway Terrace; Lots Nine (9) and Ten (10) on Summit Street; Lots Eleven (11) to Eighteen (18) inclusive on Meyer Boulevard.

In Block Four (4):

Lot One (1) on 63rd Street; Lots Two (2) and Three (3) on Pennsylvania Avenue; Lots Four (4) to Eleven (11) inclusive on Greenway Terrace; Lots Twelve (12) to Seventeen (17) inclusive on 63rd Street.

Section 3.

Frontage of Residences on Street

Any residence erected wholly or partially on any of the following lots or on any part or parts thereof as indicated in this section shall front, or present a good frontage on the street or streets designated, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated and on any corner lot it shall front or present a good frontage on the streets designated as follows:

In Block Three (3):

On Lot One (1) on both Greenway Terrace and Pennsylvania Avenue; on Lots Two (2) to Seven (7) inclusive on Greenway Terrace; on Lot Eight (8) on both Greenway Terrace and Summit Street; on Lots Nine (9) and Ten (10) on Summit Street; on Lot Eleven (11) on both Meyer Boulevard and Summit Street; on Lots Twelve (12) to Seventeen (17) inclusive on Meyer Boulevard; on Lot Eighteen (18) on both Meyer Boulevard and Pennsylvania Avenue.

In Block Four (4):

On Lot One (1) on Both 63rd Street and Pennsylvania Avenue; on Lots Two (2) and Three (3) on Pennsylvania Avenue; on Lot Four (4) on both Greenway Terrace and Pennsylvania Avenue; on Lots Five (5) to Ten (10) inclusive on Greenway Terrace; on Lot Eleven (11) on both Greenway Terrace and Valley Road; on Lot Twelve (12) on both 63rd Street and Valley Road; on Lots Thirteen (13) to Seventeen (17) inclusive on 63rd Street.

Section 4.

Required Cost of Residences

Any residence erected wholly or partially on any of the following lots, or parts thereof, as indicated in this Section, shall cost not less than the sum designated, as follows:

In Block Three (3):

On Lots Two (2) to Seven (7) inclusive, \$6,000.00; on Lots One (1), Nine (9), Ten (10), and on Lots Twelve (12) to Seventeen (17) inclusive, \$7,500.00; on Lots Eight (8), Eleven (11) and Eighteen (18), \$10,000.00.

In Block Four (4):

On Lots One (1), Two (2), Three (3), and on Lots Five (5) to Ten (10) inclusive, and on Lots Thirteen (13) to Seventeen (17) inclusive, \$6,000.00; on Lot Four (4), \$7,500.00; and on Lots Eleven (11) and Twelve (12), \$10,000.00.

Section 5.

Ground Frontage Required

Any residence erected on any of the following lots, or part or parts thereof as indicated in this

Section, shall have appurtenant thereto not occupied by any other residence, at least the number of feet of ground fronting on the street upon which the lot or lots, or part or parts thereof, front, as follows:

In Block Three (3):

On Lots One (1), Eight (8) and Eleven (11) to Eighteen (18) inclusive, Seventy-five (75) feet; on Lots Two (2) to Seven (7) inclusive, and on Lots Nine (9) and Ten (10), Fifty (50) feet.

In Block Four (4):

On Lots One (1), Four (4) and Eleven (11), Seventy-five (75) feet; on Lots Two (2) and Three (3), and on Lots Five (5) to Ten (10) inclusive, and on Lots Twelve (12) to Seventeen (17) inclusive, Fifty (50) feet.

Section 6.

Set-Back of Residence from Street

(a) No part of any residence, except as hereinafter provided, shall be erected, or maintained on any of said lots nearer to the front street line or the side street line than the front building lines, or the side building lines designated on the lots in this addition, provided, however, that the J. C. Nichols Land Company shall hereby have the right in the sale and conveyance of any of said lots to change any building line shown hereon, and may at any time thereafter with the consent in writing of the then record owner of the fee simple title to any such lot; change any such building line which is shown on this plat on such a lot, or which may in such sale and conveyance be established by it; provided, however, that no change may be made at any time which will permit the erection, or maintenance of any residence on any lot exclusive of those projections hereinafter set forth more than ten (10) feet nearer to the front street line, or the side street line, than the front building line or the side building line shown on this plat.

(b) Those parts of the residences which may project to the front of and be nearer to the front street and the side street than the front building lines and the side building lines shown on this plat, and the distance which each part may project are as follows:

(c) **Window Projections:** Bay, 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 building lines and the side building lines, not to exceed three (3) feet.

(d) **Miscellaneous Projections:** Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections, and any projections for purely ornamental purposes, may project beyond the front building lines not to exceed four (4) feet.

(e) **Vestibule Projections:** Any vestibule not more than one-story in height may project beyond the front building lines and side building lines not to exceed three (3) feet.

(f) **Porch Projections:** Unenclosed, uncovered or covered porches and balconies, porte cocheres and terraces may project beyond the

front building lines not to exceed twelve (12) feet; on corner lots any porches or balconies, covered or uncovered, enclosed or unenclosed, porte cocheres and terraces may project beyond the side building lines not to exceed ten (10) feet.

Section 7.

Free Space Required

The main body of any residence, including attached garages, attached greenhouses, ells and enclosed porches, but exclusive of all other projections set forth above, erected or maintained on any of the lots in this addition, shall not occupy more than seventy-five per cent (75%) of the width of the lot on which it is erected, measured in each case on the front building line, or the front building line produced to the side lines of the lot or on the front line of the residence as erected produced to the side lines of the lot, whichever line is of greatest length, and any such residence exclusive of those projections referred to in paragraphs (c) and (d) of Section Six (6), shall be set back at least four (4) feet from both of the side lines of the lot upon which such residence is erected; it is provided, however, that the maximum width of any residence which might be erected on any of said lots may, with the consent in writing of the J. C. Nichols Land Company, or its assignee of this right, be increased by not to exceed ten per cent (10%) of the width of any such lot measured as above provided. It is further provided that the required set-back from the side lines of the lot as herein provided may, with the consent of the J. C. Nichols Land Company, be reduced by not to exceed thirty-three and one-third (33⅓%) per cent of the amount of such required set-back; provided, however, that this reservation shall in no way whatever affect the provision relative to the change of side building lines as set forth in Section Six (6) herein. In any case where the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this Section shall be construed accordingly; and if any residence of the maximum width is built on any such lot, then thereafter the frontage so used may not be reduced so long as said residence is maintained thereon, and the same shall apply as to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by conveyance of a part of the lot, provided that it be not reduced below the minimum number of feet required with any residence of a width that might be then erected thereon based on the provisions of this Section; and provided further that in no case may it be reduced below the required frontage herein specified by Section Five (5).

Section 8.

Outbuildings—Set-Back from Streets

All outbuildings, except greenhouses erected on any of said lots shall correspond in style and

architecture to the residence to which they are appurtenant, and shall be of the same material as such residence. No outbuildings, exclusive of those projections set forth in Paragraphs (c) and (d) of Section Six (6), shall be erected, or maintained nearer to the front street line or the side street line than the outbuilding lines shown on this plat; it is provided, however, that the J. C. Nichols Land Company shall have and does hereby reserve the right in the sale and conveyance of any of the lots now owned by it and shown on this plat, to change any outbuilding lines shown thereon and may at any time thereafter, with the consent in writing of the then record owner of the fee simple title to any lot, change any outbuilding lines shown thereon, or which may in such sale and conveyance be established by it.

Section 9.

Outbuildings—Free Space Required

Subject to the conditions hereinafter set forth, no outbuilding exclusive of greenhouses and exclusive of those projections enumerated in Paragraphs (c) and (d) of Section Six (6), erected on any of said lots, shall occupy more than fifty per cent (50%) of the width of the lot upon which said outbuilding is erected, measured along the rear line of said lot; provided, however, that in no case shall the width of any such outbuilding, other than greenhouses, be more than Thirty-three (33) feet. In case more than one such outbuilding is erected on any one lot, the combined width of such outbuildings shall not exceed the width provided for by this Section for single outbuildings; any greenhouse, exclusive of other outbuildings, may occupy not to exceed a maximum width of Thirty (30) feet on any lot upon which it is erected; provided, however, that the combined width of greenhouses and other outbuildings erected or maintained on any lot at any one time may not exceed eighty per cent (80%) of the width of the lot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such outbuildings may, with the consent of the J. C. Nichols Land Company, be increased by not to exceed ten per cent (10%) of the width of the lot measured along the rear line thereof; and provided further, that the width of any outbuilding, other than greenhouses, may with the consent of the J. C. Nichols Land Company, be increased by not to exceed ten per cent (10%) of the width of the lot upon which it is erected, measured along the rear line thereof. The provisions of Section Seven (7) relating to the maximum width of the residence which may be erected on any lot having appurtenant with such residence a greater frontage of ground than the required frontage of ground, and the provisions for reducing such frontage shall apply with the same force and effect to outbuildings as to the residence to which such outbuildings are appurtenant.

Section 10.

Rescinded by the Greenway Fields Homes Association Board of Directors pursuant to Section 213.041 of the Revised Statutes of Missouri.

Section 11.

Pergolas Permitted

No pergola or any detached structure for purely ornamental purposes may be erected on any part of any lot in front of a line twelve (12) feet in front of the front building line shown on any of said lots, without the written consent of the J. C. Nichols Land Company.

Section 12.

Duration of Restrictions

Each of the restrictions above set forth shall continue and be binding upon the J. C. Nichols Land Company and upon its successors and assigns for a period of twenty-five (25) years from January 1st, 1920, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the owners of the fee simple title of a majority of the front feet of the lots in this addition may release all of the land hereby restricted from any one or more of said restrictions at the end of this first twenty-five (25) year period, or of any successive twenty-five (25) 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 (5) years prior to the expiration of this first twenty-five (25) year period or of any twenty-five (25) year period thereafter.

Section 13.

Right to Enforce

The restrictions herein set forth shall run with the land and bind the present owner and 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, and with its successors and assigns, and with each of them, to comply with and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction 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 land, and the owner, or owners of any of the above land 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 actions for damages, and failure of the J. C. Nichols Land Company, or the owner, or owners of any other lot or lots in this addition to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the J. C. Nichols Land Company has by authority of its board of directors, caused this instrument to be executed by its President and its corporate seal to be hereunto affixed the 22nd day of July, 1920.

(Corporate Seal)

J. C. NICHOLS LAND COMPANY,

Signed By: J. C. NICHOLS, President.

**Resurvey of Block 3 of
GREENWAY FIELDS
An Addition in Kansas City, Missouri
PLAT.**

Filed March 1, 1922, at 1:55 P. M.

Book B Page No. A-50098.

This is a Resurvey of all of Block 3, Greenway Fields, and a portion of Summit Street West of same, reference being had to said Plat on file in the office of the Recorder of Deeds for Jackson County, Missouri.

The undersigned proprietors of the above described tract of land have caused the same to be resurveyed and subdivided in the manner as shown on the Plat, which subdivision and plat shall hereafter be known as "Resurvey of Block 3, GREENWAY FIELDS."

Valley Road as shown by this Plat and not heretofore dedicated to public use as a thoroughfare is hereby so dedicated.

An easement or license to Kansas City 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 or over or under the strips of land marked designated as "right of way" on this Plat is hereby granted.

IN TESTIMONY WHEREOF, the J. C. Nichols Land Company, owners of Lots 1 to 17, Block 3, Greenway Fields, has caused these presents to be signed by its President, and attested by its Secretary, and its Corporate Seal to be hereto affixed, and John T. Cantrell and Irene B. Cantrell his wife, owners of Lot 18 Block 3, Greenway Fields, have hereunto subscribed their names.

This Book is the Property of J. C. NICHOLS INVESTMENT Co.

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GREENWAY FIELDS

(Blocks 5, 6, 7 and 8)

with restrictions

PLAT.

Filed July 12 1921, at 9:30 A. M.

No. A-26372

This is a Subdivision of all that part of the Southeast $\frac{1}{4}$ of Section 6, Township 48, Range 33, in Kansas City, Jackson County, Missouri, described as follows: Beginning at the Southeast corner of Lot A, in Greenway Fields, reference being had in Plat of same on file in the office of the Recorder of Deeds for Jackson County, Missouri, thence Southerly along the Westerly line of Wornall Road in Kansas City, a distance of 460.84 feet; thence Westerly along a line making a Northeast angle of $87^{\circ} 55' 53''$ with the Westerly line of said Wornall Road, a distance of 941.14 feet; the Easterly prolongation of the last described course intersecting the East line of said Sec. 6 at a point 1244.04 feet North of the Southeast corner of Sec. 6 and the Westerly prolongation of said course intersecting the West line of the Southeast $\frac{1}{4}$ of said Sec. 6 at a point 1207.74 feet North of the Southwest corner of said $\frac{1}{4}$ Sec.; thence North at right angles to the last described course 225.0 feet; thence Northerly along a line that deflects to the right $1^{\circ} 19' 10''$ from the last described course 392.96 feet to a point in the Southerly line of Meyer Boulevard in said Kansas City; thence Easterly along the Southerly line of said Meyer Boulevard a distance of 709.71 feet to the Northwest corner of said Lot A, Greenway Fields; thence Southerly along the Westerly line of said Lot A a distance of 200.16 feet to the Southwest corner of said Lot A; thence Easterly along the Southerly line of said Lot A a distance of 205.19 feet to the point of beginning, which Subdivision and Plat shall hereafter be known and designated as GREENWAY FIELDS, an Addition in Kansas City, Missouri. Meyer Boulevard has heretofore been dedicated to Kansas City for Boulevard purposes. Pennsylvania Avenue, Washington Street, Wornall Terrace and Wornall Road are hereby dedicated to Kansas City for the purposes of public streets. The Plat hereto attached is a part of this instrument.

Billboards May Be Prohibited

J. C. Nichols Land 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 5 square feet in size, for the display, posting, painting or printing of signs or advertisements on any lot in this Addition and all rights for damages on account of such prohibition are hereby expressly waived.

Definitions of Terms Used

For the purposes of these restrictions the word "street" shall mean any street, terrace, avenue, road or boulevard of whatever name which is shown on this plat, which has heretofore been or is herein dedicated to the public for the purposes of a public street or for boulevard purposes. The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant. The word "lot" may mean either any lot as platted, or any tract or tracts of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the J. C. Nichols Land Company, or from its successors and assigns. A corner lot shall be deemed to be any such lot as platted or any tract or tracts of land as conveyed having more than one street contiguous to it. The street upon which the lot fronts as hereinafter provided shall be deemed to be the front street; any other street contiguous to any such lot shall be deemed to be a side street.

Easements Reserved

J. C. Nichols Land Company does hereby give and grant unto Kansas City, Missouri, the right to locate, construct, maintain and use, or authorize the location, construction, maintenance and use of conduits for any or all purposes, water, sewer and gas mains, poles and wires, or all or any of them, over, under and along all public rights of way shown on said Plat, and to excavate thereon for such purposes; and J. C. Nichols Land Company does hereby reserve to itself the same rights and privileges over, under and along all private rights of way shown on said Plat. It is further provided that all of the right, title and interest of J. C. Nichols Land Company in and to all private rights of way that have not been vacated or released by it prior to Jan. 1st, 1932, shall on that date and thereafter be vested in Kansas City, Missouri. Nothing herein contained shall affect Kansas City's future right of eminent domain.

Persons Bound By These Restrictions

All persons and corporations who now own or shall hereafter acquire any interest in any of the lots in this addition shall be taken and held to agree and covenant with the owner of the lots

shown on this Plat and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residence and improvements thereon for a period of 25 years from May 1st, 1917; provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

Section 1.

Use of Land

None of said lots, except Lot 17 in Block 5, 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. Any residence erected or maintained thereon shall be designed for occupancy by a single family.

Section 2.

Frontage of Lots

For the purpose of these restrictions the following lots, or part or parts thereof, as indicated in this Section, shall be deemed to front on the streets designated as follows:

In Block 5:

Lots 1 to 8, both inclusive, on Wornall Road; Lots 9 to 16, both inclusive, on Wornall Terrace.

In Block 6:

Lots 1 to 10, both inclusive, on Wornall Terrace; Lots 11 to 20, both inclusive, on Washington Street.

In Block 7:

Lots 1 to 10, both inclusive, on Washington Street; Lots 11 to 19, both inclusive, on Pennsylvania Avenue.

In Block 8:

Lots 1 to 8, both inclusive, on Pennsylvania Avenue.

Section 3.

Frontage of Residences on Street

Any residence erected wholly or partially on any of the following lots or on any part of parts thereof as indicated in this Section shall front or present a good frontage on the street or streets designated, and for this purpose as applied to all inside lots it shall mean that the residence shall front on the street designated, and on any corner lot it shall front or present a good frontage on the streets designated as follows:

In Block 5:

On Lots 1 to 7, both inclusive, on Wornall Road; on Lot 8, on both Wornall Road and 65th Street; on Lot 9, on both Wornall Terrace and 65th Street; on Lots 10 to 16, both inclusive, on Wornall Terrace.

In Block 6:

On Lot 1, on both Wornall Terrace and Meyer Boulevard; on Lots 2 to 9, both inclusive, on

Wornall Terrace; on Lot 10, on both Wornall Terrace and 65th Street; on Lot 11, on both Washington Street and 65th Street; on Lots 12 to 19, both inclusive, on Washington Street; on Lot 20, on both Washington Street and Meyer Boulevard.

In Block 7:

On Lot 1, on both Washington Street and Meyer Boulevard; on Lots 2 to 9, both inclusive, on Washington Street; on Lot 10, on both Washington Street and 65th Street; on Lot 11, on both Pennsylvania Avenue and 65th Street; on Lots 12 to 18, both inclusive, on Pennsylvania Avenue; on Lot 19, on both Pennsylvania Avenue and Meyer Boulevard.

In Block 8:

On Lot 1, on both Pennsylvania Avenue and Meyer Boulevard; on Lots 2 to 7, both inclusive, on Pennsylvania Avenue; on Lot 8, on both Pennsylvania Avenue and 65th Street.

Section 4.

Required Cost of Residences

Any residence erected wholly or partially on any of the following lots or parts thereof as indicated in this Section shall cost not less than the sum designated as follows: On Lots 1 to 16, both inclusive, in Block 5, and on all of the Lots in Blocks 6, 7 and 8, \$5000.00.

Section 5.

Ground Frontage Required

Any residence or part or parts thereof erected on any of the lots or part or parts thereof in this addition shall have appurtenant thereto not occupied by any other residence at least 50 feet of ground fronting upon the street on which the lot or lots front.

Section 6.

Set-Back of Residence from Street

(a) No part of any residence, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street or the side street than is the front building line, or the side building line, shown on the plat of this addition on the lot or lots on which such residence may be erected; provided, however, that the J. C. Nichols Land Company shall hereby have the right in the sale and conveyance of any of said lots, to change any building line shown thereon, and may at any time thereafter, with the consent in writing of the then record owner of the fee simple title to any such lot, change any such building line, which is shown on this plat on such lot or lots, or which may in such sale and conveyance be established by it; provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence on any lot, exclusive of those projections hereinafter set forth, more than 10 feet nearer to the front street or the side street, than is the front building line, or

the side building line shown on this plat on such lot or lots.

(b) Those parts of the residences which may project to the front of and be nearer to the front streets and the side streets than the front building lines and the side building lines shown on this Plat, and the distance which each may project are as follows:

Window Projections

(c) Bay, bow or oriel, dormer and other projecting windows and stairway landings, other than full two-story, three-story bay or oriel windows, or stairway landings, may project beyond the front building lines and the side building lines not to exceed 3 feet.

Miscellaneous Projections

(d) Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections, and any other projections for purely ornamental purposes, may project beyond the front building lines and the side building lines not to exceed 4 feet.

Vestibule Projections

(e) Any vestibule not more than one-story in height may project beyond the front building lines and side building lines not to exceed 3 feet.

Porch Projections

(f) Unenclosed, uncovered or covered porches and balconies, porte cocheres and terraces may project beyond the front building lines not to exceed 12 feet; on corner lots any porches or balconies, covered or uncovered, enclosed or unenclosed, porte cocheres and terraces may project beyond the side building lines not to exceed 10 feet.

Section 7.

Free Space Required

The main body of any residence, including attached garages, attached greenhouses, elfs and enclosed porches, but exclusive of all other projections set forth above, erected or maintained on any lots in this addition, shall not occupy more than 75% of the width of the lot on which it is erected, measured in each case on the front building lines, or the front building lines produced to the side lines of the lots, or on the front line of the residence as erected produced to the side lines of the lot, whichever line is of greatest length, and any such residence, exclusive of those projections referred to in paragraphs (c) and (d) of Sec. 6, shall be set back at least 4 feet from both of the side lines of the lot upon which such residence is erected; it is provided, however, that the maximum width of any residence which might be erected on any of said lots may, with the consent in writing of the J. C. Nichols Land Company, be increased by not

to exceed 10% of the width of any such lot, measured as above provided. It is further provided that the required set-back from the side lines of the lot as herein provided may, with the consent of the J. C. Nichols Land Company, be reduced by not to exceed 33% of the amount of such required set-back; provided, however, that this reservation shall in no way whatever affect the provision relative to the change of side building lines as set forth in Section 6 herein. In any case where the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this Section shall be construed accordingly; and if any residence of the maximum width is built on any such lot, then thereafter the frontage so used may not be reduced so long as said residence is maintained thereon, and the same shall apply as to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by the conveyance of a part of the lot, provided that it be not reduced below the minimum number of feet required with any residence of a width that might then be erected thereon, based on the provisions of this Section; and provided further that in no case may it be reduced below the required frontage herein specified by Section 5.

Section 8.

Outbuildings—Set-Back from Street

All outbuildings, except greenhouses, erected on any of said lots shall correspond in style and architecture to the residence to which they are appurtenant, and shall be of the same material as such residence. No outbuildings, exclusive of those projections set forth in paragraphs (c) and (d) of Section 6, shall be erected or maintained nearer to the front street, or to the side street than is the outbuilding line shown on the various lots on this Plat; it is provided, however, that the J. C. Nichols Land Company shall have and does hereby reserve the right in the sale and conveyance of any of the lots shown on this Plat, to change any outbuilding lines shown thereon and may at any time thereafter, with the consent in writing of the then record owner of the fee simple title to any lot, change any outbuilding lines shown thereon, or which may in such sale and conveyance be established by it; provided, however, that no change may be made at any time which will permit the erection or maintenance of any outbuilding on any of said lots more than 15 feet nearer to the front street or more than 5 feet nearer to the side street than are the outbuilding lines shown thereon.

Section 9.

Outbuildings—Free Space Required

Subject to the conditions hereinafter set forth, no outbuilding exclusive of greenhouses, and exclusive of those projections enumerated in para-

graphs (c) and (d) of Section 6, erected on any of said lots, shall occupy more than 50% of the width of the lot upon which said outbuilding is erected, measured along the rear line of said lot; provided, however, that in no case shall the width of any such outbuildings other than greenhouses be more than 33 feet. In case more than one such outbuilding is erected on any one lot, the combined width of such outbuilding shall not exceed the width provided for by this Section for single outbuildings; any greenhouses, exclusive of other outbuildings, may not exceed a maximum width of 30 feet; provided, however, that the combined width of greenhouses and other outbuildings erected or maintained on any lot at any one time may not exceed 80% of the width of the lot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such outbuildings may, with the consent of the J. C. Nichols Land Company, be increased by not to exceed 10% of the width of the lot, measured along the rear line thereof; and provided further that the width of any outbuilding, other than greenhouses, may, with the consent of the J. C. Nichols Land Company, be increased by not to exceed 10% of the width of the lot upon which it is erected, measured along the rear line thereof. The provisions of Section 7 relating to the maximum width of the residence which may be erected on any lot having appurtenant thereto a greater frontage of ground than the required frontage, and the provisions for reducing such frontage shall apply with the same force and effect to outbuildings as to the residence to which such outbuildings are appurtenant.

Section 10.

Rescinded by the Greenway Fields Homes Association Board of Directors pursuant to Section 213.041 of the Revised Statutes of Missouri.

Section 11.

Pergola Building Line

No pergola, or any detached structure for purely ornamental purposes may be erected on any part of any lot in front of a line 12 feet in front of the front building line, without the written consent of the J. C. Nichols Land Company.

Section 12.

Duration of Restrictions

Each of the restrictions above set forth shall continue and be binding upon the J. C. Nichols Land Company and upon its successors and assigns, for a period of 25 years from May 1st, 1917, and shall automatically be continued thereafter

for successive periods of 25 years each; provided, however, that the owners of the fee simple title to the majority of the front feet of the lots in this addition may release all of the land hereby restricted from any one or more of said restrictions at the end of this first 25 year period, or of any successive 25 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 5 years prior to the expiration of this first 25 year period, or of any 25 year period thereafter.

Section 13.

Right to Enforce

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 with each of them to comply with and observe said restrictions as to the use of said lots and the construction of 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 land, and the owner or owners, of any of the above land 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 actions for damages, and failure of the J. C. Nichols Land Company or the owner, or owners of any other lot, or lots in this addition, to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. J. C. Nichols Land Company may, by appropriate instrument, assign, or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, except those affecting easements or rights of way, and upon such assignment, or conveyance being made, its assigns or grantees may at their option exercise, transfer, or assign those rights, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

In Witness Whereof, the J. C. Nichols Land Company has by authority of its Board of Directors caused this instrument to be executed by its President and its Corporate Seal to be hereto affixed, the 10th day of June, 1921.

The J. C. Nichols Land Company,

By J. C. Nichols, President.

(Corp. Seal)

This Book is the Property of J. C. NICHOLS INVESTMENT Co.

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GREENWAY FIELDS

PLAT.

Filed March 1st, 1922, @ 1:56 P. M.
Book B 20, Page 45, #A-50099.

This is a subdivision of all that part of the Southeast $\frac{1}{4}$ of Section 6, Township 48, Range 33, in Kansas City, Jackson County, Missouri, described as follows: Beginning at the Northwest corner of Lot 1, Block 8, Greenway Fields, reference being had to the plat of same on file in the office of the Recorder of Deeds for Jackson County, Missouri, said point being on the South line of Meyer Boulevard in said Kansas City; thence Southerly along the Westerly line of Lots 1 to 8, Block 8 of said Greenway Fields and their Southerly prolongation to a point 25 feet South of the Southwest corner of said Lot 8, Block 8, Greenway Fields; thence Westerly at right angles to the West line of said Lot 8, Block 8, Greenway Fields, 738.0 feet; the Westerly prolongation of the last described course intersecting the West line of the Southeast $\frac{1}{4}$ of said Sec. 6 at a point 1207.74 feet North of the Southwest corner of said $\frac{1}{4}$ Sec.; thence North at right angles to the last described course 338.84 feet; thence on a curve to the right from the last described course as a tangent, having a radius of 550 feet; 189.86 feet; thence Northeasterly along a line tangent to the last described curve 80.30 feet to a point on the South line of said Meyer Boulevard; thence Easterly along the South line of said boulevard 687.68 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 shown on the accom-

panying Plat which subdivision and plat shall hereafter be known as "GREENWAY FIELDS," an Addition in Kansas City, Missouri.

The streets and roads shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

An easement or license to Kansas City 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 the rear 4 feet of all lots in said Addition, is hereby granted.

J. C. Nichols Land Company do 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 this Addition and for itself, its successors and assigns, it hereby waives all damages or remuneration on account of such prohibition, provided, however, that such ordinance shall only prohibit billboards or advertising boards or structures exceeding ten square feet in size.

IN TESTIMONY WHEREOF, the J. C. Nichols Land Company has caused these presents to be signed by its President and its Corporate Seal to be hereto affixed.

J. C. NICHOLS LAND COMPANY.

By: J. C. Nichols, President.

GREENWAY FIELDS

(Blocks 8, 9 and 10)

RESTRICTIONS.

Dated April 10, 1922.

Filed April 28, 1922.

Book B 2271, Page 333, No. A 57390.

J. C. NICHOLS LAND COMPANY.

Whereas, on the 23rd day of February, 1922, J. C. Nichols Land Company executed a plat of Blocks 8, 9 and 10 of Greenway Fields, an addition in Kansas City, Jackson County, Missouri, which plat was recorded on the 1st day of March, 1922, in the office of the Recorder of Deeds of Jackson County, Missouri, in Plat Book 20, at page 45, and

Whereas, J. C. Nichols Land Company, being the owner of all of Lots in Blocks 8, 9 and 10 of Greenway Fields, now desires to place of record thereon certain restrictions as to the use of the said land, which restrictions shall, subject to the limitations hereinafter set forth, be for the use and benefit of the J. C. Nichols Land Company, and for its successors, assigns and future grantees.

Now Therefore, in consideration of the premises, it is hereby agreed by and between J. C. Nichols Land Company and its future grantees as follows:

Billboards May Be Prohibited

J. C. Nichols Land Company may at any time prohibit the construction or maintenance of billboards or advertising boards or structures exceeding five square feet in size, for the display, posting, painting or printing of signs or advertisements on any of the lots in this addition, and all rights for damages on account of such prohibition are hereby expressly waived.

Definition of Terms Used

For the purpose of these restrictions, the word "Street" shall mean any street, road or boulevard of whatever name, which is shown on the plat of Blocks 8, 9 and 10 of Greenway Fields, and which has heretofore been dedicated to the public for the purpose of a public Street or for boulevard purposes. The word "outbuilding" shall mean an enclosed covered structure not directly attached to the residence to which it is appurtenant. The word "Lot" may mean either any lot as platted, or any tract or tracts of land as conveyed which may consist of one or more lots or part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from J. C. Nichols Land Company, or from its successors or assigns.

A corner lot shall be deemed to be any such lot as platted or any tract or tracts of land as conveyed having more than one street contiguous to it. The street upon which the lot fronts as hereinafter provided shall be deemed to be the front street; any other street contiguous to any such lot shall be deemed to be a side street.

Persons Bound by These Restrictions

All persons and corporations who now own or shall hereafter acquire any interest in any of the lots in this addition shall be taken and held to agree and covenant with the owner of the lots shown on this plat and with its successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period of 25 years from May 1, 1917; provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

Section 1.

Use of Land

None of said lots in Blocks 8, 9 and 10 may 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. Any residence erected or maintained thereon shall be designed for occupancy by a single family.

Section 2.

Frontage of Lots

For the purpose of these restrictions the following lots or part or parts thereof as indicated in this section, shall be deemed to front on the streets designated as follows:

In Block 8:

Lots 9 to 17, both inclusive, on Jefferson Street.

In Block 9:

Lots 1 to 8, both inclusive, on Jefferson Street;

Lots 9 to 16, both inclusive, on Summit Street.

In Block 10:

Lots 1 to 8, both inclusive, on Summit Street;

Lots 9 to 16, both inclusive, on Valley Road.

Section 3.

Frontage of Residences on Street

Any residence erected wholly or partially on any of the following lots, or on any part or parts thereof, as indicated in this Section, shall front or present a good frontage on the Street or Streets designated, and for this purpose as ap-

plied to all inside lots, it shall mean that the residence shall front on the Street designated, and on any corner lot it shall front or present a good frontage on the Streets designated as follows:
In Block 8:

On Lot 9, both on Jefferson Street and 65th Street, and Lots 10 to 16, both inclusive, on Jefferson Street; on Lot 17, on both Jefferson Street and Meyer Boulevard.
In Block 9:

On Lots 2 to 7, both inclusive, on Jefferson Street; on Lot 1, on both Jefferson Street and Meyer Boulevard; on Lot 8, on both Jefferson Street and 65th Street; on Lot 9, on both Summit Street and 65th Street; on Lots 10 to 15, both inclusive, on Summit Street; on Lot 16, on both Summit Street and Meyer Boulevard.
In Block 10:

On Lots 2 to 7, both inclusive, on Summit Street; on Lot 1, on both Summit Street and Meyer Boulevard; on Lot 8, on both Summit Street and 65th Street; on Lot 9, on both Valley Road and 64th Street; on Lots 10 to 14, both inclusive, on Valley Road; on Lot 15, on both Valley Road and Meyer Boulevard.

Section 4.

Required Cost of Residences

Any residence erected wholly or partially on any of the following lots, or part or parts thereof, as indicated in this Section, shall cost not less than the sum designated as follows:

In Block 8:

On Lot 9, \$5,000.00, and on Lots 10 to 17, both inclusive, \$7,500.00.

In Block 9:

On Lots 8 and 9, \$5,000.00; on Lots 1 to 7, both inclusive, and on Lots 10 to 16, both inclusive, \$7,500.00.

In Block 10:

On Lots 1 to 7, both inclusive, and on Lots 10 to 15, both inclusive, \$7,500.00; on Lots 8 and 9, \$5,000.00.

Section 5.

Ground Frontage Required

Any residence, or part or parts thereof, erected on any of the lots, or part or parts thereof, in this addition shall have appurtenant thereto not occupied by any other residence at least the number of feet of ground fronting on the street on which the lot or lots front, as follows:

On Lot 9 in Block 8, on Lots 8 and 9 in Block 9, on Lots 8 and 9 in Block 10, 50 feet; on Lot 17 in Block 8, on Lots 1 and 16 in Block 9, and on Lots 1 and 15 in Block 10, 80 feet; on any of the remaining Lots in Blocks 8, 9 and 10, 60 feet.

It is provided, however, that J. C. Nichols Land Company shall have and does hereby reserve the right in the sale and conveyance of any of said lots, to reduce the required frontage to be used with any residence on any lot and may at any time thereafter with the consent in writing of the then owner of the fee simple title to any such

lot, change any such required frontage as is herein provided for, or which in such sale and conveyance may be established by it, provided, however, that no change may be made at any time which will reduce the required frontage of land to be used and maintained with any residence which may be erected thereon, more than five feet below the minimum number of feet required with each residence as set forth above.

Section 6.

Set-Back of Residences from Street

(a) No part of any residence, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street, or the side street, than is the front building line, or the side building line, shown in the plat of this addition on the lot or lots on which such residence may be erected; provided, however, that J. C. Nichols Land Company shall have and does hereby reserve the right in the sale and conveyance of any of said lots, to change any building line shown thereon, and may at any time thereafter, with the consent in writing of the then owner of the fee simple title to any such lot, change any such building line which is shown on this plat on such lot or lots or which may be in such sale and conveyance be established by it; provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence on any lot, exclusive of those projections hereinafter set forth, more than 10 feet nearer to the front street or the side street than is the front building line, or the side building line, shown on this plat on such lot or lots.

Reference is made herein to front and side building lines for the purpose of determining the location of any residence with reference to the adjoining street, and in case of the re-location of any of said streets, changes may be made in any of the said building lines, provided that such building lines shall in no case be established nearer to the new location of any of said streets than are the building lines shown on this plat with reference to the present location of said streets, and provided further, that J. C. Nichols Land Company shall have the same privilege of changing the location of any such new building lines so established as it has in the case of those shown on this plat.

(b) Those parts of the residence which may project to the front of and be nearer to the front streets and the side streets than the front building lines and the side building lines shown on this plat, and the distance which each may project, are as follows:

(c) **Window Projections:** Bay, bow or oriel, dormer and other projecting windows and stairway landings, other than full two-story or three-story bay, bow or oriel windows or stairway landings may project beyond the front building lines and the side building lines not to exceed 3 feet.

(d) **Miscellaneous Projections:** Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections, and

any other projections for purely ornamental purposes, may project beyond the front building lines and the side building lines not to exceed 4 feet.

(e) **Vestibule Projections:** Any vestibule not more than one-story in height may project beyond the front building lines and side building lines not to exceed 3 feet.

(f) **Porch Projections:** Unenclosed, uncovered or covered porches and balconies, porte cocheres and terraces may project beyond the front building lines not to exceed 12 feet; on corner lots any porches or balconies, covered or uncovered, enclosed or unenclosed, porte cocheres and terraces may project beyond the side building lines not to exceed 10 feet, provided, however, that no enclosed porches may project beyond the side building lines on Lot 17, in Block 8, Lots 1 and 16, in Block 9, and Lots 1 and 15, in Block 10.

Section 7.

Free Space Required

Subject to further limitations set forth below, the main body of any residence, including attached garages, attached greenhouses, ells and enclosed or unenclosed porches, but exclusive of all other projections set forth above in Section 6, erected or maintained on any of the lots in this addition, shall not occupy more than 80% of the width of the lot on which it is erected; provided, however, that where the frontage of ground used with any residence is 60 feet or more, then in that case the main body of any residence, including attached garages, attached greenhouses, ells and enclosed or unenclosed porches, but exclusive of all other projections set forth above in Section 6, erected on any of the lots in this addition shall not occupy more than 75% of the width of the lot on which it is erected; provided, that in no case may the maximum width of a residence which may be erected on a lot of less than 60 feet frontage exceed the maximum width permitted on a lot of 60 feet frontage or more, measured in each case of the front building line, or the front building line produced to the side lines of the lot, whichever line is of greater length, and any such residence, exclusive of those projections referred to in paragraphs (c) and (d) of Section 6, shall be set back at least 4 feet from both of the lines of the lot upon which such residence is erected; it is provided, however, that the maximum width of any residence which may be erected on any of said lots may, with the consent in writing of J. C. Nichols Land Company, be increased by not to exceed 10% of the width of any such lot, measured as above provided. It is further provided that the required set-back from the side lines of the lot as herein provided for may, with the consent of J. C. Nichols Land Company, be reduced by not to exceed 33 1/3% of the amount of such required set-back; provided, however, that this reservation shall in no way whatever affect the provision relative to the change of said building lines as set forth in Section 6, herein. In any case where the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the

width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this Section shall be construed accordingly, and if any residence of the maximum width is built on any such lot, then thereafter the frontage so used may not be reduced so long as said residence is maintained thereon, and the same shall apply to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by the conveyance of a part of the lot, provided that it be not reduced below the minimum number of feet required with any residence of a width that might then be erected thereon, based on the provisions of this Section, and provided further that in no case may it be reduced below the required frontage herein specified in Section 5.

Section 8.

Outbuildings—Set-Back from Street

All outbuildings except greenhouses, erected on any of said lots shall correspond in style and architecture to the residence to which they are appurtenant, and shall be of the same material as such residence. Any outbuildings, exclusive of those projections set forth in paragraphs (c) and (d) of Section 6, which are erected on any of said lots, shall be located wholly within 35 feet of the rear line of the lot on which they are erected, and on any corner lots they shall, in addition to the above, be located wholly within 30 feet of that side of the lot farthest from the adjoining side street; provided, however, that J. C. Nichols Land Company shall have, and does hereby reserve the right in the sale and conveyance of any of the lots shown on this plat, to change the required location of any such outbuildings, and may at any time thereafter, with the consent in writing of the then owners of the fee simple title to any of the said lots, change any such required outbuilding location, or any location which may in such sale or conveyance be established by it; provided, however, that no change may be made at any time which will permit the erection or maintenance of any outbuildings on any of said lots more than 15 feet nearer to the front street or more than 10 feet nearer to the side street than is provided for above. It is provided further, that the provisions of Section 6, relative to the set-back of residences from any new street location shall apply with like force and effect to the provisions of this paragraph, with reference to the change in the required location of outbuildings. No tank for the storage of oil may be maintained thereon above the surface of the ground without the consent in writing of the J. C. Nichols Land Company.

Section 9.

Outbuilding Free Space Required

Subject to the conditions hereinafter set forth no outbuildings, exclusive of greenhouses and exclusive of those projections enumerated in paragraphs (c) and (d) of Section 6, erected on any of

said lots, shall occupy more than 50% of the width of the lot upon which said outbuildings are erected, measured along the rear line of said lot; Provided, however, that in no case shall the width of any such outbuildings, other than greenhouses, be more than 33 feet. In case more than one such outbuilding is erected on any one lot, the combined width of such outbuildings shall not exceed the width provided for by this Section for a single outbuilding, any greenhouses, exclusive of other outbuildings, may not exceed a maximum width of 20 feet; provided further, however, that the combined width of greenhouses and other outbuildings erected or maintained on any lot at any one time may not exceed 80% of the width of the lot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such outbuildings may, with the consent of the J. C. Nichols Land Company, be increased by not to exceed 10% of the width of the lot, measured along the rear line thereof; and provided further, that the width of any outbuilding, including greenhouses, may with the consent of the J. C. Nichols Land Company, be increased by not to exceed 10% of the width of the lot upon which it is erected, measured along the rear line thereof. The provisions of Section 7, relating to the maximum width of the residence which may be erected on any lot having appurtenant thereto a greater frontage of ground than the required frontage and the provisions for reducing such frontage shall apply with the same force and effect to outbuildings as to the residence to which such outbuildings are appurtenant.

Section 10.

Rescinded by the Greenway Fields Homes Association Board of Directors pursuant to Section 213.041 of the Revised Statutes of Missouri.

Section 11.

Pergola Building Line

No pergola, nor any detached structure for purely ornamental purposes may be erected on any part of any lot in front of a line 12 feet in front of the front building line, without the written consent of the J. C. Nichols Land Company.

Section 12.

Duration of Restrictions

Each of the restrictions above set forth shall continue and be binding upon the J. C. Nichols Land Company and upon its successors and assigns for a period of 25 years from May 1, 1917, and shall automatically be continued thereafter

for successive periods of 25 years each; provided, however, that the owners of the fee simple title to the majority of the front feet of the lots in this addition may release all of the land hereby restricted from any one or more of said restrictions at the end of this first 25 year period, or of any successive 25 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 5 years prior to the expiration of this first 25 year period, or of any 25 year period thereafter.

Section 13.

Right to Enforce

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 with each of them, to conform to and observe said restrictions as to the use of the said lots and the construction of 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 land, and the owner or owners of any of the above land 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 actions for damages and failure of the J. C. Nichols Land Company, or the owner, or owners of any other lot or lots in this addition, to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. J. C. Nichols Land Company may, by appropriate instrument assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights, or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

In Witness Whereof, the J. C. Nichols Land Company has by authority of its Board of Directors caused this instrument to be executed by its President and its corporate seal to be hereto affixed this 10th day of April, 1922.

J. C. NICHOLS LAND COMPANY,
(Corp Seal) By J. C. NICHOLS, President.

GREENWAY FIELDS HOMES ASSOCIATION

THIS AGREEMENT, Made and entered into this 21st day of April, 1922, by and between THE GREENWAY FIELDS HOMES ASSOCIATION, a corporation, of Jackson County, Missouri, hereinafter called "The Association," and those owners of the land in Blocks 1 and 2, in Blocks 3 and 4, in Blocks 5, 6, 7, and 8, and Blocks 8, 9 and 10 of Greenway Fields, and of Blocks 5, 6, 7 and 8 of Wornall Manor all being additions in Kansas City, Jackson County, Missouri, as shown on the recorded plats thereof, on file and of record in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, whose names are subscribed hereto, and who own the land or lots described opposite their respective names, and which owners are hereinafter referred to as the "Owners."

WITNESSETH: That whereas J. C. Nichols Land Company was the owner originally of all of the lots in these plats of Greenway Fields, and The J. C. Nichols Investment Company was the owner originally of all of the lots in Blocks 5, 6, 7 and 8 of Wornall Manor, and being at the present time the owners of some of the lots in the above mentioned additions, and have heretofore developed and sold lots in Greenway Fields and Wornall Manor, for high-class residence purposes, and, whereas it is the desire of the Owners to continue the development and use of such land for such purposes and for the creation and maintenance of a residence neighborhood possessing features of more than ordinary value to a residence community, and, whereas, in order to assist them in providing the necessary means to better enable the Owners to bring this about, they, the Owners, now desire to enter into this agreement with the Association for such purposes.

NOW, THEREFORE, In consideration of the premises and of the covenants and agreements herein set forth to be kept and performed by the Association and the Owners, respectively they each individually and collectively hereby agree, one with the other, subject to the limitations hereinafter set forth, that all of the real estate above described shall, in the manner and for the period of time hereinafter set forth, be subject to the following covenants, agreements, assessments and charges.

Definition of Terms Used

The term "District," as used in this agreement, shall mean until extended as hereinafter provided, all of the land included in the plats of Blocks 1 to 10 inclusive, of Greenway Fields, and Blocks 5, 6, 7 and 8 of Wornall Manor, as referred to above. If or when, other land, in addition to the above described, shall in the man-

ner hereinafter provided for be added to the present District, then the term "District" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement or any future modification thereof. The term "Improved Property," as used herein, shall be deemed to mean a single tract under a single ownership and use and on which tract a residence has been erected, or is in process of erection. Any such tract may consist of one or more contiguous lots, or parts thereof. All other land covered by this agreement shall be deemed to be vacant and unimproved. The term "Public Places," as used herein, shall be deemed to mean all parks within street intersections, or elsewhere, and all similar places, the use of which is dedicated to or set aside for the use of the general public or the general use of the Owners within the District, or which may with proper consent be used by all of the owners within the District.

Public Improvements Under Management of Association

All public improvements upon and to the land in said District, or improvements for the common use and benefit of the owners in said District, or improvements in public places, shall be under the management and control of the Association as Trustee provided, however, that such management and control of said improvements shall at all times be subject to that had and exercised by Kansas City, by Jackson County, and by the State of Missouri, or either or any of them, and in addition thereto, it shall have such further powers and duties as hereinafter set forth, all of which may be exercised or assumed at the discretion of the Association.

The members of said Association shall be limited to the owners of the land within the District. The Association shall be the sole judge of the qualifications of its members and of their right to participate in its meetings and proceedings.

Powers and Duties of the Association as Trustee

The Association shall have the following powers and duties whenever, in the exercise of its discretion, it may deem them necessary and advisable.

First: To enforce either in its own name, or in the name of any owner within the District, any or all building restrictions which have been heretofore, or may hereafter be imposed upon any of the land in said District, either in the form as originally placed thereon, or as modi-

fied subsequent thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases, or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases, or modifications as are permissible in the deeds, contracts, or plats, in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association as hereinafter provided for. This shall not prevent any owner from enforcing any restrictions in his own name.

Second: To provide for the plowing or removal of snow from the sidewalks and from the streets.

Third: To care for, spray, trim, protect and re-plant trees on all streets, and in other public places where trees have once been planted, except where otherwise provided for.

Fourth: To mow, care for, and maintain parkings in front of vacant or other property, and to cut and remove weeds and grass from such parkings and other public places.

Fifth: To care for and protect and re-plant shrubbery and re-sow grass in any parks which are in the streets, or in the parks set aside for the general use of the Owners in the District, or to which such owners have access and the use thereof.

Sixth: To cut and remove weeds and grass from vacant property, to pick up and remove therefrom loose material, trash and rubbish of all kinds therefrom and to do any other thing necessary or desirable in the judgment of the officers of said Association, to keep such vacant and unimproved property neat in appearance and in good order.

The doing of the above mentioned things provided for by the preceding paragraphs may be in addition to that done or furnished by Kansas City, Missouri.

Seventh: To provide such lights as the Association may deem advisable on streets, parks, parkings, pedestrian ways, and other similar public or semi-public places, in addition to any such lights furnished by Kansas City, Missouri.

Eighth: To maintain the proper lighting of such tennis courts, playgrounds, gateways, entrances or other features in such a manner as the Association may deem necessary or advisable in addition to any such lighting being done or furnished by Kansas City, Missouri.

Ninth: To provide at suitable locations receptacles for the collection of rubbish and for the disposal of such rubbish as collected.

Tenth: To provide for the collection and disposal of trash, and any other rubbish under such rules and regulations as may be prescribed by the Association for economically and efficiently carrying out the provisions of this paragraph, in addition to that done or furnished by Kansas City, Missouri, through its public contracts or otherwise.

Eleventh: To maintain drinking fountains and garden furniture for parks and other public places all within the District.

Twelfth: To provide for the maintenance of tennis courts, playgrounds, gateways, entrances and other ornamental features now existing or which may hereafter be erected or created within said District in any public street or park, or on any land set aside for the general use of the owners in the District, or to which all of such owners have access and the use thereof.

Thirteenth: To exercise such control over easements as it may acquire from time to time.

Land Entitled to Benefits

No real estate shall be entitled to any of the benefits of the improvements or services provided for by this Association, unless the owner or owners thereof shall have subjected their land to the terms of this agreement and to the assessments as herein provided for.

Method of Providing General Fund

For the purpose of providing a general fund to enable the said Association to perform the duties and maintain the improvements herein provided for, all land within the boundaries hereinafter described (that is, Blocks 1 to 10 inclusive, of Greenway Fields, and Blocks 5, 6, 7 and 8 of Wornall Manor), shall be subject to an annual improvement assessment to be paid to the Association annually in advance by the respective owners of the assessable land subject thereto, which assessable land shall be deemed to be all of the land lying within Three Hundred (300) feet of any paved street open to vehicle travel, exclusive however, of all land contained in streets, parks, playgrounds, or other public places, lanes, or pedestrian ways open to the public or for the common use of the owners or residents of the above described territory or of all of the owners of one or more entire blocks. The amount of such assessment shall be fixed by said Association from year to year, but shall be in the proportion of, but at no time in excess of one mill per annum for each square foot of all of the assessable land within one hundred and fifty (150) feet of any paved street open to vehicle travel, and one-half of one mill per square foot per annum for all assessable land more than one hundred and fifty (150) feet, and less than three hundred (300) feet from any such paved street.

Rate of Assessment

In the event that the assessment made in any one year shall be less than the maximum amount of the sum authorized, to be assessed by the Association without such special action by the members, any part of the difference may be added to the assessment in the proportion above specified in either of the following two years, provided that the resolution authorizing such cumulative assessment shall be adopted at a meeting of the members of the Association called

for that purpose in which a majority of the votes that are cast shall be in favor of such resolution.

Assessments Due Jan. 1st of Each Year

The Assessment for the calendar year 1922 shall be levied and shall be payable not later than thirty days after the date when this agreement shall have been filed for record in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, and thereafter the assessment shall be made during the year preceding the first day of January on which it is payable as hereinafter set forth. After the assessment for the calendar year 1922 this assessment shall be due and payable on the first day of January of each year, and it will be the duty of the Association to notify all owners whose address is listed with the Association on or before that date, giving the amount of the assessment, when due, and the amount due on each tract of land owned by them.

What Constitutes Notice

A written or printed notice thereof deposited in the United States Post Office with postage thereon, prepaid, and addressed to the respective owners at the last address listed with the Association shall be deemed to be sufficient and proper notice for this purpose, or for any other purpose of this contract where notices are required.

Lien on Real Estate

The assessment shall become a lien on said real estate as soon as it is due and payable, as above set forth. In the event of failure of any of the owners to pay the assessment on or before the first day of February, then such assessment shall bear interest at the rate of eight per cent per annum from the first day of January, but if said assessment is paid before the first day of February no interest shall be charged.

When Delinquent

On or after the first day of February in each year except for the calendar year 1922, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate in proceedings in any Court in Jackson County, Missouri, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suit to enforce said liens as soon as they become delinquent. The assessment for the year 1922 shall be delinquent and collectible as above set forth thirty days after it is made and levied.

Termination of Liens

Such liens shall continue for a period of one year from date of delinquency and no longer, unless within such time suit shall have been in-

stituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.

Expenditures Limited to Assessments For Current Years

The Trustee shall at no time expend more money within any one year than the total amount of the assessment for that particular year, or any surplus which it may have on hand from previous assessments, nor shall said Trustee enter into any contract whatever, binding the assessment of any future year to pay for any such obligations and no such contract shall be valid or enforceable against the Association, it being the intention that the assessment made for each year shall be applied, so far as is practicable toward the paying of the obligations of that year, and that no Trustee or person shall have the power to make a contract affecting the assessment of any future or subsequent year.

Other Lands—How It May Be Added

It is expressly agreed and understood that other land may be added to the District as first herein defined and described, provided that the owners of the land to be added to the district shall sign an agreement to be bound by all the terms of this agreement, or any future modification thereof, and that the proposal to so add said land be duly approved by the Board of Directors of the Association, with the further provision that any land which may be added from time to time shall be contiguous to the District as theretofore constituted and an intervening street shall not have the effect of breaking such contiguity within the meaning of this agreement.

Association to Notify Members of Address

The Association shall notify all owners of land in the District as it may exist from time to time, insofar as the addresses of such owners are listed with said Association of the official address of said Association as to what place and time regular meetings of the Association shall be held, designating the place where payments of money shall be made, and any other business in connection with said Association shall be transacted, and in case of any change of such address the Association shall notify all of the owners of the land in the District, insofar as their addresses are listed with the Association of the change, notifying them of its new address.

New Powers May Be Given

By written consent of the owners of two-thirds of the members evidenced by an agreement duly executed and acknowledged, and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, the Association may

be given such additional powers as may be desired by said members or to otherwise amend this instrument, provided, however, that no right to increase the rate of assessment may be so given.

To Observe All Laws and Ordinances

Said Association shall, at all times, observe all municipal ordinances and State Laws, and if, at any time, any of the provisions of this agreement shall be found in conflict therewith, then such parts of this agreement as are in conflict with such municipal ordinances or State Laws, shall become null and void, but no other part of this agreement not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this agreement, subject, however, to the limitations of its right to contract as is herein provided for.

How Terminated

This agreement may be terminated and all of the land now, or hereafter affected, may be re-

leased from all of the terms and provisions hereof by the owners of two-thirds of the assessable area subject thereto, executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Recorder of Deeds of Jackson County, Missouri.

Covenants Running With the Land

All of the agreements and provisions herein set forth shall be deemed to be covenants running with the land and shall be binding upon the parties hereto and upon their respective heirs, successors and assigns.

IN WITNESS WHEREOF, The Greenway Fields Homes Association and J. C. Nichols Land Company have, by authority of their respective Boards of Directors caused this instrument to be executed by their respective Presidents, and their respective corporate seals to be hereto affixed, and the other owners have hereto set their hands this.....day of April, 1922.

(The above is a copy of and has been checked with the original Maintenance Agreement of The Greenway Fields Homes Association.)

Plat of

WORNALL MANOR

(Blocks 1, 2, 3 and 4)

Plat filed May 8, 1914, at 2:50 P. M.

This is a subdivision of all that part of the Northeast $\frac{1}{4}$ of Section 6, Township 48, North, Range 33 West, in Kansas City, Jackson County, Missouri, more particularly described as follows, to-wit: Beginning at the point of intersection of the South line of said $\frac{1}{4}$ section with the center line of Wornall Road or Broadway in said Kansas City, said point of intersection being 55 feet West of the Southeast corner of said $\frac{1}{4}$ section, thence in a Northerly direction along the center line of said Wornall Road or Broadway to a point 1261.08 feet South of (measured at right angles) the North line of said $\frac{1}{4}$ section, said point being the Southeast corner of Blocks 1, 2, 3, and 4, Country Club District, an addition in Kansas City, Missouri: thence West along a line 1261.08 feet South of and parallel to the North line of said $\frac{1}{4}$ section 654.41 feet to a point, thence South at right angles to the last described course 25 feet, thence in a Southwesterly direction along a line that curves to the right from the last described course as a tangent, the radius of which is 800 feet, 352.79 feet to a point; thence along a curve, to the left, having a common tangent with the last described curve, the radius of which is 800 feet 453.79 feet; thence in a Southeasterly direction tangent to the last described curve 167.98 feet to a point; thence along a curve to the right from the last described course as a tangent, the radius of which is 3820 feet, 115.69 feet to a point in the South line of said $\frac{1}{4}$ section: thence East along the South line of said $\frac{1}{4}$ section 798.80 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 plat shall be hereafter known as WORNALL MANOR, an addition in Kansas City, Jackson County, Missouri. The streets, terraces, road and avenues shown on this plat, and not heretofore dedicated to the public for use as public streets are hereby so dedicated.

During such period or periods of time as the restrictions hereinafter set forth shall be effective, the C. H. Wornall Realty Company, may at any time, and Kansas City may at any time, by ordinance, prohibit the construction or maintenance of bill-boards or advertising boards or structures exceeding ten 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 waived.

For the purpose of these restrictions, the word "Restriction" unless otherwise limited in meaning, shall mean any covenant, restriction, reser-

vation, or stipulation: the word "Street" shall mean any street, road, avenue, or terrace, as shown on this plat: the word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The C. H. Wornall Realty Company hereby reserves the right to locate, construct, and maintain or authorize the location, construction, and maintenance of conduits for any or all purposes: also water, gas, and sewer pipes, poles, and wires or all or any of them, upon the rear three feet of all of the lots in this addition except Lot 1 in Blocks 1 and 2 respectively. A license to Kansas City to build and maintain sewers on the rear three feet of all lots in this addition, except Lot 1 in Blocks 1 and 2 respectively is hereby granted. A similar sewer easement is also granted to Kansas City, on the East 8 feet of Lot 5 in Block 1: also on a strip of land three feet in width on either side of the rear line of Lot 2, Block 1, produced Northeasterly 6 feet; also that part of Lot 16 in Block 2 lying three feet South of, and all that part thereof lying North of the South line of Lot 15, Block 2, produced East 68 feet and on a strip of land three feet wide on either side of a line extended Northeasterly from the end of said line produced 68 feet to a point 5 feet East of the Northeast corner of Lot 16, Block 2: also that part of Lots 9 to 12 inclusive in Block 2 not included above, lying North of a line drawn from a point in the Easterly line of said Lot 12, 3 feet South of the Northeast corner thereof to a point in the West line of Lot 9, eight feet South of the Northwest corner thereof.

All persons or corporations who now own or shall hereafter acquire any interest in any land in this addition, 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 covenants, restrictions, and stipulations as to the use thereof, and the construction of residences and improvements thereon for a period of 25 years from July 1, 1912:

1. That none of the lots in this addition shall be improved, used nor 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.

2. That for the purpose of these restrictions, the Northerly portion of Lot 1, and all of Lots 2 to 9 inclusive in Block 1 shall be deemed to

front on 61st Street: the Southerly portion of Lot 1 and all of Lots 10 to 17 inclusive in Block 1; and the Northerly portion of Lot 1 and all of Lots 2 to 8 inclusive in Block 2 shall be deemed to front on 61st Street Terrace; the Southerly portion of Lot 1, and all of Lots 9 to 16 inclusive in Block 2, and all of Lots 1 to 12 inclusive in Block 3 shall be deemed to front on 62nd Street; all of Lots 13 to 24 inclusive in Block 3 and all of Lots 1 to 12 inclusive in Block 4 shall be deemed to front on 62nd Street Terrace; all of Lots 13 to 24 inclusive in Block 4 shall be deemed to front on 63rd Street; Wornall Road and Pennsylvania Avenue shall be deemed to be side streets.

3. That any residence erected on any of the lots in this addition, except on Lot 1 in Blocks 1 and 2 respectively shall front on the street on which the lot fronts, and any residence erected on any corner lot, except Lot 1 in Blocks 1 and 2 respectively, 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.

4. That any residence erected on any of Lots 4 to 8 inclusive and Lots 11 to 15 inclusive in Block 1, Lots 2 to 7 inclusive, and Lots 10 to 16 inclusive in Block 2 shall cost not less than \$3000.00; any residence erected on any lot adjacent to or fronting on Wornall Road shall cost not less than \$4000.00; and any residence erected on any other lot in this addition shall cost not less than \$3500.00.

5. That any residence erected on any of the lots in this addition 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.

6. That no part of any residence erected on any of the lots in this addition, except as is hereinafter provided, shall be nearer to the front street line or side street line than the front building line or side building line designated on the accompanying plat, except the residence now erected on Lot 1, Block 2.

7. That unenclosed, uncovered, or covered porches and balconies, porte cocheres and terraces may project beyond the front building line not to exceed 12 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 10 feet.

8. That cornices, spouting, chimneys, brackets, pilasters, grill work, trellises, and other similar projections, and any projections for purely ornamental purposes, except as hereinafter provided in paragraph 14 may project beyond the front or side building line not to exceed four feet.

9. That any vestibule not more than one story in height may project beyond the front or side building line not to exceed 3 feet.

10. That bay, bow, or oriel, dormer and other projecting windows and stairway landings, other than full two-story or three-story bay, bow, or oriel windows or stairway landings may project

beyond the front or side building line not more than three feet.

11. That any residence exclusive of projections set forth in paragraphs numbered 7, 8, 9, 10, and 14 erected on any of the lots in this addition, except Lot 1, Block 2 shall not occupy more than 75 per cent of the average width of the lot upon which it is erected, and any such residence exclusive of the projections referred to in this paragraph shall be at least three feet from both of the side lines of the lot.

12. That any of the outbuildings erected on any of the lots in this addition shall correspond substantially 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 the lots in this addition shall be set back at least 75 feet from the present front line of the lot on which they are erected, and at least 30 feet from the present side street line of any corner lot, except Lot 1 in Block 2. Outbuildings, exclusive of the projections set forth in paragraphs 8 and 10 erected on any of the lots in this addition, shall not occupy more than 50 percent of the width of any such lot, measured along the rear line thereof.

13. That no shed or stable for the sheltering or housing of any livestock shall be erected or maintained on any of the lots in this addition, except, however, that the provisions of this paragraph may be waived as to the entire addition by the owners of two-thirds of the front feet thereof executing and acknowledging a proper instrument or instruments in writing for this purpose, and filing same for record in the office of the Recorder of Deeds of Jackson County, Missouri.

14. That pergolas, and any detached structures for purely ornamental purposes, may be erected on any part of any lot back of a line 12 feet in front of the front building line.

15. Rescinded by the Greenway Fields Homes Association Board of Directors pursuant to Section 213.041 of the Revised Statutes of Missouri.

16. That said period of 25 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 to exceed 20 years each, by the owners of a majority of front feet in said addition prior to the expiration of the first 25 years and of any subsequent 20 years executing and acknowledging an agreement or agreements 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.

17. That the residence and outbuilding now erected on Lots 1 and 2, Block 2, shall be deemed to comply fully in all respects with the restrictions above set forth, anything to the contrary notwithstanding.

18. 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 actions and failure by the C. H. Wor-

nall 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 C. H. Wornall Realty Company has by authority of its Board of Directors, caused this instrument to be signed by its President and attested by its Secretary, and its corporate seal to be hereto attached this 28th day of April, 1914.

C. H. WORNALL REALTY COMPANY

(L.S.)

By I. P. RYLAND, President.

Plat of
WORNALL MANOR
(Blocks 5, 6, 7 and 8)

with restrictions.

Filed March 16, 1920.

No. 1393900.

Plat Book B 19, Pages 62-63.



This is a subdivision of all of that part of the Northeast Quarter of Section 6, Township 48, Range 33, Kansas City, Jackson County, Missouri, more particularly described as follows:

Beginning at a point on the South line of the Northeast Quarter of said Section 6, 853.8 feet West of the Southeast corner of said Quarter Section; thence West along the South line of said Quarter Section 688.15 feet; thence North 27 deg. 52 min. West 98.38 feet, this and all following bearings, or courses, in this description are with reference to the South line of the Northeast Quarter of said Section 6, as being a true East and West line thence on a curve to the right from the last described course as a tangent, having a radius of 800.0 feet, 469.61 feet; thence North 5 deg. 46 min. East along a tangent to the last described curve 220.0 feet; thence on a curve to the left from the last described course as a tangent, having a radius of 1075.0 feet, a distance of 122.27 feet; thence North 0 deg. 45 min. West along a tangent to the last described curve 197.73 feet to a point which is 1261.08 feet South of the North line of said Section 6, measured at right angles thereto; thence East along a line 1261.08 feet South of and parallel to the North line of said Section, a distance of 896.2 feet to the Northwest corner of the tract of land subdivided as Blocks 1, 2, 3 and 4 of Wornall Manor; thence Southerly along the Westerly line of said tract of land which is the center line of Pennsylvania Avenue (as shown on the plat hereto attached and made a part hereof), to the point of beginning, which tract of land shall hereafter be known and designated as "Wornall Manor," an addition in Kansas City, Missouri. All of the streets, roads, avenues or terraces of whatever name, shown on this plat which have not heretofore been dedicated to Kansas City for the purposes of a public street are hereby so dedicated, and the triangular tract of land at the intersection of 61st Street and Summit Street, and at the intersection of Valley Road and Pennsylvania Avenue, and marked on the attached plat as "parks," are hereby dedicated to Kansas City for park purposes.

Billboards May Be Prohibited

The C. H. Wornall 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 display, posting, painting or printing of signs or advertisements on any lots in 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 road of whatever name, which is shown on this plat and which has heretofore been, or is herein dedicated to the public for the purposes of a public street. The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant. For the purpose of construing the provisions of Sections 3, 6, 7, 8 and 9, the word "lot" shall mean either any lot as platted, or any tract, or tracts, of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from C. H. Wornall Realty Company, or from its successors and assigns. A corner lot shall be deemed to be any such lot as platted, or any such tract, or tracts, of land as conveyed having more than one street contiguous to it. The street upon which the lot fronts, as hereinafter provided, shall be deemed to be the front street; any other street contiguous to any such lot shall be deemed to be a side street.

Easements Reserved

The C. H. Wornall Realty Company does hereby give and grant to Kansas City, Missouri, the right to locate, construct and maintain sewers on all sewer rights of way shown on this plat, and it does hereby reserve the right to locate, construct and maintain, or authorize the location, construction and maintenance, of conduits for any and all purposes, water, sewer and gas mains, poles and wires, or all or any of them, and to excavate for such purposes on all rights of way shown on this plat. It is provided, however, that the C. H. Wornall Realty Company may from time to time release its right as to any one or more of the purposes for which it retains the easements or rights of way shown hereon which

it reserved to itself, at any time prior to the granting to any other person, or corporation, of its right, or interest, in said easement, or rights of way, for the purpose, or purposes, which it desires to release. The C. H. Wornall Realty Company reserves for itself, its successors and assignees of this right by express agreement, the right in the case of those lots fronting on, or adjacent to, 63rd Street, to sign the necessary consents required by State law or Municipal ordinances for the construction, maintenance and operation of any street railway on 63rd Street.

Persons Bound by These Restrictions

All persons and corporations who now own or shall hereafter acquire any interest in any of the lots in this addition shall be taken and held to agree and covenant with the owners of the lots shown on this plat and with their heirs, 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 January 1st, 1920; and provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

It is further provided that the same restrictions as are hereinafter set forth as to the use of the land shall apply for the same period or extended periods of time to Lot "A," Block 6, as apply to the other lots in said Block; provided, however, that said Lot "A" may, at the option of the C. H. Wornall Realty Company, or its assigns, be set aside for the sole, exclusive and joint use of such of the owners of any one, or more, of the lots in Block 6 for park or playground purposes as may hereafter acquire that right; in which case it may be used by such owners subject only to such conditions as may be hereafter prescribed by the C. H. Wornall Realty Company, or its assigns. If so used for park or playground purposes, the C. H. Wornall Realty Company, or its assigns, shall have the right to use the rear three (3) feet of Lots 2, 3, 4, 12, 19 and 20 for pedestrian purposes, so as to provide a means of ingress and egress to and from said Lot "A" for the benefit of those owners in said Block 6 who may have the right to the use of said Lot "A" for such purposes. The right to use the rear three (3) feet of said lots in Block 6 for pedestrian purposes shall be in addition to the other rights hereinafter reserved in this instrument affecting said rear three feet of the lots in said Block 6.

Section 1.

Use of Land

None of said lots except Lot "A" in Block 6 shall be improved, used or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purposes, may be erected thereon. "Any residence purposes may be erected thereon." Any residence erected or maintained thereon shall be designed for occupancy by a single family.

Section 2.

Frontage of Lots

For the purpose of these restrictions, the following lots or part, or parts thereof, as indicated in this Section, shall be deemed to front on the street designated, as follows:

In Block Five (5):

Lots One (1) to Four (4) inclusive, on Pennsylvania Avenue; Lots Five (5) to Nine (9) inclusive, on 63rd Street; Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13), on Valley Road.

In Block Six (6):

Lots One (1) to Eight (8) inclusive, on Valley Road; Lots Nine (9) and Ten (10), on 63rd Street; Lots Eleven (11) and Twelve (12), on Summit Street; Lots Thirteen (13) to Twenty (20) inclusive, on 62nd Street.

In Block Seven (7):

Lots One (1) to Twelve (12) inclusive, on 61st Street Terrace; Lots Thirteen (13) to Twenty-four (24) inclusive, on 62nd Street.

In Block Eight (8):

Lots One (1) to Twelve (12) inclusive, on 61st Street; Lots Thirteen (13) to Twenty-five (25) inclusive, on 61st Street Terrace.

Section 3.

Frontage of Residences on Streets

Any residence erected wholly or partially on any of the following lots or on any part thereof, as indicated in this Section, shall front, or present a good frontage, on the street or streets designated, and for this purpose as applied to all inside lots it shall mean that the residence shall front on the street designated, and on any corner lot it shall front, or present a good frontage, on the streets designated, as follows:

In Block Five (5):

On Lot One (1), on both Valley Road and Pennsylvania Avenue; on Lots Two (2), Three (3) and Four (4), on Pennsylvania Avenue; on Lot Five (5), on both Pennsylvania Avenue and 63rd Street; on Lots Six (6), Seven (7) and Eight (8), on 63rd Street; on Lot Nine (9) except the East Twenty-five (25) feet thereof on both 63rd Street and Valley Road; on Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13), on Valley Road.

In Block Six (6):

On Lot One (1), on both Valley Road and 62nd Street; on Lots Two (2) to Eight (8) inclusive, on Valley Road; and on Lot Nine (9), on both Valley Road and 63rd Street; on Lot Ten (10), on both 63rd Street and Summit Street; on Lots Eleven (11) and Twelve (12), on Summit Street; on Lot Thirteen (13), on both Summit Street and 62nd Street; on Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20), on 62nd Street.

In Block Seven (7):

On Lot One (1), on both 61st Street Terrace and Pennsylvania Avenue; on Lots Two (2) to

Eleven (11) inclusive, on 61st Street Terrace; on Lot Twelve (12), on both 61st Street Terrace and Summit Street; on Lot Thirteen (13), on both Summit Street and 62nd Street; on Lots Fourteen (14) to Twenty-three (23) inclusive, on 62nd Street; on Lot Twenty-four, on both 62nd Street and Pennsylvania Avenue.

In Block Eight (8):

On Lot One (1), on both Pennsylvania Avenue and 61st Street; on Lots Two (2) to Eleven (11) inclusive, on 61st Street; on Lot Twelve (12), on both 61st Street and Summit Street; on Lot Thirteen (13), on both Summit Street and 61st Street Terrace; on Lots Fourteen (14) to Twenty-four (24) inclusive, on 61st Street Terrace; on Lot Twenty-five (25), on both 61st Street Terrace and Pennsylvania Avenue.

Section 4.

Required Cost of Residences

Any residence erected wholly or partially on any of the following lots or parts thereof, as indicated in this Section, shall cost not less than the sum designated, as follows:

In Block Five (5):

On Lot One (1), \$7,500.00; on Lots Two (2) to Six (6) inclusive, \$5,000.00; on Lots Seven (7) and Eight (8), \$6,000.00; on Lot Nine (9), \$7,500.00; on Lots Ten (10) to Thirteen (13) inclusive, \$6,000.00.

In Block Six (6):

On Lots One (1), Nine (9), Ten (10) and Thirteen (13), \$7,500.00; on Lots Two (2) to Eight (8) inclusive, on Lots Eleven (11) and Twelve (12), and Lots Fourteen (14) to Twenty (20) inclusive, \$6,000.00.

In Block Seven (7):

On Lots One (1) and Twenty-four (24), \$7,500.00; on Lots Twelve (12) and Thirteen (13), \$10,000.00; on Lots Two (2) to Eleven (11) inclusive, and on Lots Fourteen (14) to Twenty-three (23) inclusive, \$6,000.00.

In Block Eight (8):

On Lots One (1) and Twenty-five (25), \$7,500.00; on Lots Twelve (12) and Thirteen (13), \$10,000.00; on Lots Two (2) to Eleven (11) inclusive, and on Lots Fourteen (14) to Twenty-four (24) inclusive, \$6,000.00.

Section 5.

Ground Frontage Required

Any residence erected on any of the following lots, or part or parts thereof, as indicated in this Section, shall have appurtenant thereto not occupied by any other residence, at least the number of feet of ground fronting on the street upon which the lot or lots, or part or parts thereof, front, as follows:

In Block Five (5):

On Lot One (1), Sixty (60) feet; on Lots Two (2) to Eight (8) inclusive, Fifty (50) feet; on Lot Nine (9), One Hundred Twenty-five (125) feet; on Lots Ten (10) to Thirteen (13) inclusive, Fifty (50) feet.

In Block Six (6):

On Lot One (1), One Hundred twenty-five (125) feet; on Lots Nine (9) and Ten (10), Seventy (70) feet; on Lots Eleven (11) and Twelve (12), Sixty (60) feet; and on Lots Two (2) to Eight (8) inclusive, and on Lots Thirteen (13) to Twenty (20) inclusive, Fifty (50) feet.

In Block Seven (7):

On Lots One (1) to Twenty-four (24) inclusive, Fifty (50) feet.

In Block Eight (8):

On Lots One (1) to Twenty-five (25) inclusive, Fifty (50) feet.

Section 6.

Set-Back of Residences from Street

(a) No part of any residence, except as herein-after provided, shall be erected or maintained on any of said lots nearer to the front street line or the side street line than the front building lines, or the side building lines, designated on the lots in this addition, provided, however, that the C. H. Wornall Realty Company shall hereby have the right in the sale and conveyance of any of said lots to change any building line shown thereon, and may at any time thereafter, with the consent in writing of the then record owner of the fee simple title to any such lot, change any such building line which is shown on this plat on such lot, or which may in such sale and conveyance be established by it; provided, however, that no change may be made at any time which will permit the erection, or maintenance, of any residence on any lot, exclusive of those projections herein-after set forth, more than five (5) feet nearer to the front street line, or the side street line, than the front building line, or the side building line, shown on this plat.

(b) Those parts of the residences which may project to the front of and be nearer to the front street and the side streets than the front building lines and the side building lines shown on this plat, and the distance which each part may project are as follows:

(c) **Window Projections:** Bay, bow or oriel, dormer and other projecting windows and stairway landings, other than full two-story or three-story bay or oriel windows, or stairway landings, may project beyond the front building lines and the side building lines not to exceed three (3) feet.

(d) **Miscellaneous Projections:** Cornices, spoutings, chimneys, brackets, pilasters, grill work, trellises and other similar projections, and any projections for purely ornamental purposes, may project beyond the front building lines and side building lines not to exceed four (4) feet.

(e) **Vestibule Projections:** Any vestibule not more than one-story in height may project beyond the front building lines and side building lines not to exceed three (3) feet.

(f) **Porch Projections:** Unenclosed, uncovered or covered porches and balconies, porte cocheres and terraces may project beyond the front building lines not to exceed twelve (12) feet.

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

Section 7.

Free Space Required

The main body of any residence, including attached garages, attached greenhouses, ells and enclosed porches, but exclusive of all other projections set forth above, erected or maintained on any of the lots in this addition, shall not occupy more than 80 per cent of the width of the lot on which it is erected, measured in each case on the front building lines, or the front building lines produced to the side lines of the lot, or on the front line of the residence as erected produced to the side lines of the lot, whichever line is of greatest length, and any such residence, exclusive of those projections referred to in Paragraphs (c) and (d) of Section 6, shall be set back at least three (3) feet from both of the side lines of the lot upon which such residence is erected; it is provided, however, that the maximum width of any residence which might be erected on any of said lots may, with the consent in writing of the C. H. Wornall Realty Company, or its assignee of this right, be increased by not to exceed ten per cent (10%) of the width of any such lot, measured as above provided. It is further provided that the required set-back from the side lines of the lot as herein provided may, with the consent of the C. H. Wornall Realty Company, be reduced by not to exceed 33 $\frac{1}{3}$ % of the amount of such required set-back; provided, however, that this reservation shall in no way whatever affect the provision relative to the change of side building lines as set forth in Section 6 herein. In any case where the frontage of ground used with any residence is greater than the required frontage, then for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this Section shall be construed accordingly; and if any residence of the maximum width is built on any such lot, then thereafter the frontage so used may not be reduced so long as said residence is maintained thereon, and the same shall apply as to the location of any residence with respect to the side lines of the lot. The used frontage may be reduced at any time by conveyance of a part of the lot, provided that it be not reduced below the minimum number of feet required with any residence of a width that might be then erected thereon based on the provisions of this Section; and provided further that in no case may it be reduced below the required frontage herein specified by Section 5.

Section 8.

Outbuildings—Set-Back from Streets

All outbuildings, except greenhouses, erected on any of said lots shall correspond in style and ar-

chitecture to the residence to which they are appurtenant, and shall be of the same material as the residence. No outbuilding, exclusive of those projections set forth in Paragraphs (c) and (d) of Section 6, shall be erected or maintained nearer to the front street line or the side street line than the outbuilding lines shown on this plat; it is provided, however, that the C. H. Wornall Realty Company shall have and does hereby reserve the right in the sale and conveyance of any of the lots now owned by it and shown on this plat, to change any outbuilding lines shown thereon, and may at any time thereafter, with the consent in writing of the then record owner of the fee simple title to any lot, change any outbuilding lines shown thereon, or which may in such sale and conveyance be established by it; provided, however, that no change may be made at any time which will permit the erection or maintenance of any outbuilding on any of said lots more than fifteen (15) feet nearer to the front street lines or more than five (5) feet nearer to the side street lines than the outbuildings line shown thereon.

Section 9.

Outbuildings—Free Space Required

Subject to the conditions hereinafter set forth, no outbuildings, exclusive of greenhouses, and exclusive of those projections enumerated in Paragraphs (c) and (d) of Section 6, erected on any of said lots, shall occupy more than Fifty (50) per cent of the width of the lot upon which said outbuilding is erected, measured along the rear line of said lot; provided, however, that in no case shall the width of any such outbuilding, other than greenhouses, be more than Thirty-three (33) feet. In case more than one such outbuilding is erected on any one lot, the combined width of such outbuildings shall not exceed the width provided for by this Section for single outbuildings; any greenhouses, exclusive of other outbuildings, may occupy not to exceed a maximum width of Thirty (30) feet on any lot upon which they are erected; provided, however, that the combined width of greenhouses and other outbuildings erected or maintained on any lot at any one time may not exceed eighty per cent (80%) of the width of the lot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such outbuilding may, with the consent of the C. H. Wornall Realty Company, be increased by not to exceed ten per cent (10%) of the width of the lot, measured along the rear line thereof; and provided further that the width of any outbuildings, other than greenhouses, may, with the consent of the C. H. Wornall Realty Company, be increased by not to exceed ten per cent (10%) of the width of the lot upon which it is erected, measured along the rear line thereof. The provisions of Section 7, relating to the maximum width of the residence which may be erected on any lot having appurtenant with such residence a greater frontage of ground than the required frontage, and the provisions for reducing such frontage shall apply

with the same force and effect to outbuildings as to the residence to which such outbuildings are appurtenant.

Section 10. 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, and codified as Sec. 213.041 RSMo, 2000, as amended 2005."

Section 11.

Pergolas Permitted

No pergola, or any detached structure for purely ornamental purposes, may be erected on any part of any lot in front of a line twelve (12) feet in front of the front building line shown on any of said lots, without the written consent of the C. H. Wornall Realty Company.

Section 12.

Duration of Restrictions

Each of the restrictions above set forth shall continue and be binding upon the C. H. Wornall Realty Company and those persons whose names are subscribed below, and upon their heirs, successors and assigns for a period of twenty-five (25) years from January 1st, 1920, and shall automatically be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the owners of the fee simple title of a majority of the front feet of the lots in this addition may release all of the land hereby restricted from any one or more of said restrictions at the end of this first twenty-five (25) year period, or of any successive twenty-five (25) 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 (5) years prior to the expiration of this twenty-five (25) year period, or of any twenty-five (25) year period thereafter.

Section 13.

Right to Enforce

The restrictions herein set forth shall run with the land and bind the present owners, their heirs, successors and assigns and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots, their heirs, successors and assigns, and with each of them, to comply with and observe said restrictions as to the use of said lots and the construction of 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 land, and the owner or owners of any of the above land 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 actions for damages and failure of the C. H. Wornall 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 at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. The C. H. Wornall Realty Company may by appropriate instrument assign or convey to any person or corporation all of the rights, reservations and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option exercise, transfer or assign those rights or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, or it, by this instrument.

IN WITNESS WHEREOF, the persons whose names are subscribed below being the owners of the lots set opposite their respective names, have hereunto set their hands and seals, and the C. H. Wornall Realty Company has by authority of its Board of Directors, caused this instrument to be executed by its President and its corporate seal to be hereto affixed the 26th day of February, 1920.

KNOW ALL MEN BY THESE PRESENTS, that whereas by the terms of a contract entered into between certain of the owners of real estate within the limits of Greenway Fields and Wornall Manor, additions in Kansas City, Missouri, and THE GREENWAY FIELDS HOMES ASSOCIATION, a corporation, which contract is dated April 21, 1922, it is provided therein that other land may be added to the district as it is defined in said contract dated April 21, 1922 under the conditions therein provided for, and

WHEREAS, it is the desire and the intention of those owners of lots in Blocks 1, 2, 3 and 4 of Wornall Manor, whose names are subscribed below to have land added to the district as it is defined in said contract dated April 21, 1922 in order that if and they may obtain all of the benefits to be derived therefrom.

NOW, THEREFORE, in consideration of the premises, and of the mutual benefits and advantages accruing to each of the parties signing this instrument, and to the land owned by them, it is agreed between the parties whose names are subscribed below, that said land described opposite their respective names shall hereafter for the same period of time as in said instrument set forth, be subject to all of the terms and provisions thereof, and assessments may be made and collected by said Association in the same manner as set forth in said contract dated April 21, 1922, and the present and future owners of said lots in Wornall Manor, shall have all of the rights and privileges to be derived therefrom and be subject to all of the obligations thereof, all in the same way and manner as though the owners of said lots in Wornall Manor had executed and acknowledged said original contract.

IN WITNESS WHEREOF, THE GREENWAY FIELDS HOMES ASSOCIATION has by authority of its Board of Directors caused this instrument to be executed by its President and its corporate seal to be hereto affixed and the other parties hereto have hereunto set their hands this 15th day of April, 1924

K917842

K2005P2055

DECLARATION OF RESTRICTIONS AS TO
LOTS 2, 3, 4, 5 AND 6, WRBC, A SUBDIVISION
IN KANSAS CITY, JACKSON COUNTY, MISSOURI

09-0106

THIS DECLARATION OF RESTRICTIONS is made as and of this 11th day of July, 1989, WORNALL ROAD BAPTIST CHURCH OF KANSAS CITY, MISSOURI, a Missouri pro forma decree corporation, with offices at 400 West Meyer Boulevard, Kansas City, Jackson County, Missouri, as the owner of the real property hereinafter described (Wornall Road Baptist Church of Kansas City, Missouri, its successors and assigns, being sometimes hereinafter referred to as the "Owner" or as the "Church").

RECITALS

1. Under date of August 17, 1917, Block 1 (consisting of Lots 1 through 22) and Block 2 (consisting of Lots 1 through 27), GREENWAY FIELDS, were platted as a subdivision in Kansas City, Jackson County, Missouri, and were subjected to certain restrictions as to use and other matters as set forth in the "Plat of GREENWAY FIELDS with restrictions", same being filed for record in the Office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, on August 17, 1917, as Document No. 1198805, and in Plat B19 beginning at Page 34 (said Plat being hereinafter sometimes referred to as the "Plat", and said restrictions being hereinafter sometimes referred to as the "Restrictions").

2. The Restrictions, as originally set out in the Plat, provide that none of the lots within said Blocks 1 and 2, GREENWAY FIELDS, shall be improved, used or occupied for other than private residence purposes, except that a church or a church and parsonage may be erected and maintained on Lot 24, in said Block 2.

3. On or about 1929, the Church acquired the ownership of said Lot 24, Block 2, constructed a church building thereon, and has continuously maintained, and now maintains and operates, its church building (sometimes hereinafter referred to as the "Church Building") on said Lot 24 for church purposes, regularly conducting religious services therein for the benefit of its members, its congregation and the community.

4. Subsequent to 1929, due to the expanding needs of the Church to better conduct its religious work and to provide its services to the community, the Church acquired ownership of all of Lots 25 through and including 27, all of Lots 1 through and including 6, the approximately East 45 feet of Lot 22, and all of Lot 23, all of said Lots being located in said Block 2 (sometimes hereinafter, together with said Lot 24, being referred to as the "Church Lots"), it being the desire of the Church, with the appropriate consent of the owners of the lots in said Blocks 1 and 2, to use the Church Lots for church purposes, including particularly for the development of an off-street parking facility to serve the Church and its congregation.

5. The Church represents that thereafter the Church obtained from each of the owners (hereinafter sometimes referred to as the "Lot Owners") of all of the lots in said Blocks 1 and 2, GREENWAY FIELDS, with the exception of the owners of six lots (who are sometimes referred to as the "Six Lot Owners" and are further described hereinafter), a written document entitled, "Release of Restrictions", each of which documents the Church represents was filed for record in the Office of the Director of Records of Jackson County, Missouri, at Kansas City. The Church further represents that each of such documents provides that the respective owner consents and agrees that the Church may construct, maintain and use such additional buildings as it may desire to be used exclusively for church purposes, together with off-street parking facilities, upon all or any part of the Church Lots. The Six Lot Owners are defined for purposes of this Agreement as the respective owners of Lot 15 and of Lot 20, in Block 1, and of Lot 7, of Lot 8, of Lot 14 and of Lot 15, in Block 2, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri.

6. The Church wishes to develop and construct, as soon as reasonably possible, a 62-space parking facility (hereinafter sometimes called the "Parking Facility") to serve the Church and its congregation on part of the Church Lots, which part is to be known as Lot 1, WRBC (as defined in 117 and 8 hereinafter).

Declaration of Restrictions as to
Lots 2, 3, 4, 5 and 6, WRBC, a Subdivision
in Kansas City, Jackson County, Missouri

7. The Church has requested each of the Six Lot Owners to release the Restrictions insofar as same require private residence use of Lots 24 through and including 27, Lot 1, certain portions of the rear of what were originally Lots 2, 3, 4, 5 and 6, and the approximately East 25 feet of Lot 23, all in Block 2, GREENWAY FIELDS (hereinbefore and hereinafter sometimes referred to as "Lot 1, WRBC", same being legally described on "EXHIBIT A" attached hereto), and to consent that Lot 1, WRBC, may be used, improved and occupied for the Church Building, for a 62-space, private parking facility (the Parking Facility) for the use of the Church, its members, congregation and invitees (as shown on "EXHIBIT B" attached hereto), and for a future possible extension to the North of the Church Building for a distance of not to exceed fifty (50) feet (as shown on "EXHIBIT B-1" attached hereto). Such release of the Restrictions and consent requested by the Church of each of the Six Lot Owners shall be in the form of the instrument entitled, "Agreement for the Release and Reinstatement of Restrictions, etc.", a copy of which is attached hereto as "EXHIBIT D".

8. The Church represents that the plan for the use of Lot 1, WRBC, is shown on the Development Plan (the "Plan"), a reduced copy of the Plan being attached hereto as EXHIBIT B, and further that the Plan will be implemented by virtue of the replatting of the Church Lots, which shall be known as "WRBC, a Replat of Lots 1 to 6 inclusive, Lots 24 to 27 inclusive, and a part of Lot 23, in Block 2, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri". A reduced copy of said proposed Plat of WRBC (the "Plat") is attached hereto as "EXHIBIT C".

9. The Six Lot Owners have executed and recorded their respective Agreements for Release (referred to in ¶7 hereinbefore) on the assurance and understanding that the five (5) replatted Church Lots (i.e., Lots 2, 3, 4, 5 and 6, as replatted in the Plat of WRBC, the Residential Lots) will be restricted by the Church so that said replatted Lots (the Residential Lots) will only be improved, used and occupied for private residence purposes and be subject to the original Restrictions.

10. The Six Lot Owners are desirous of the Church implementing the above actions by the execution and recording of this Declaration of Restrictions.

11. The Church desires to declare that the Residential Lots be subject to the same restrictions as to use and other matters set forth in the Restrictions as originally set out in the Plat of Blocks 1 and 2 of GREENWAY FIELDS.

NOW, THEREFORE, in consideration of the foregoing RECITALS and of the Agreements for the Release being executed and filed for record by the Six Lot Owners, the receipt and sufficiency of which considerations are hereby acknowledged by the Church, the Church (the Owner) does hereby declare that the restrictions and covenants set out in the Restrictions shall apply to the Residential Lots, namely, to Lots 2, 3, 4, 5 and 6, WRBC (a Replat of Lots 2 to 6 inclusive in Block 2, GREENWAY FIELDS), a subdivision in Kansas City, Jackson County, Missouri, so that all of the Residential Lots shall be and the same are hereby restricted as to the improvement, occupancy and use in the manner hereinafter set forth, to wit:

(A) None of the Residential Lots (namely, the replatted Lots 2, 3, 4, 5 and 6, WRBC), shall be 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 erected or maintained thereon shall be designated for occupancy by a single family.

(B) All other restrictions and covenants set forth in the Restrictions are incorporated herein by reference as if set out in full at this point and same are hereby declared to apply to the Residential Lots.

Declaration of Restrictions as to
 Lots 2, 3, 4, 5 and 6, WRBC, a Subdivision
 in Kansas City, Jackson County, Missouri

IN WITNESS WHEREOF, Wornall Road Baptist Church of Kansas City, Missouri, the Owner, has caused this Declaration of Restrictions to be executed and its corporate seal to be hereto affixed by its duly authorized officers, as of the day and year first above written.

ATTEST:

WORNALL ROAD BAPTIST CHURCH
 OF KANSAS CITY, MISSOURI

Dorothy Goodson
 Dorothy Goodson, Secretary

By Kent Bevan
 Kent Bevan, President

ATTACHMENTS:

- EXHIBIT A - Legal Description of Lot 1, WRBC, a subdivision in Kansas City, Jackson County, Missouri.
- EXHIBIT B - Reduced Copy of Proposed Development Plan of Lot; WRBC (the "Plan")
- EXHIBIT B-1 - Reduced Copy of Plan Showing Possible Expansion Area for the Church Building
- EXHIBIT C - Reduced Copy of Proposed Plat of WRBC, a subdivision in Kansas City, Jackson County, Missouri (the "Plat")
- EXHIBIT D - Agreement for the Release and Reinstatement of Restrictions Affecting Blocks 1 and 2, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri

CORPORATE ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
 COUNTY OF JACKSON)

On this 17th day of September, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Kent Bevan, President of Wornall Road Baptist Church of Kansas City, Missouri, a Missouri pro forma decree corporation, known to me to be the person who executed the within Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have affixed my notarial seal at my office in said County and State the day and year last above written.

My Commission Expires:
ROBERT J. PAYNE
 Notary Public - State of Missouri
 Commissioned in Jackson County
 My Commission Expires February 18, 1993

Robert J. Payne
 Notary Public, State of Missouri,
 County of Jackson

Typed or Printed Name of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF LOT 1, WRBC
a subdivision in Kansas City, Jackson County, Missouri
 (a Replat of Lots 1 to 6 inclusive, Lots 24 to 27
 inclusive, and a part of Lot 23, in Block 2, GREENWAY FIELDS,
 a subdivision in Kansas City, Jackson County, Missouri)

04-1823

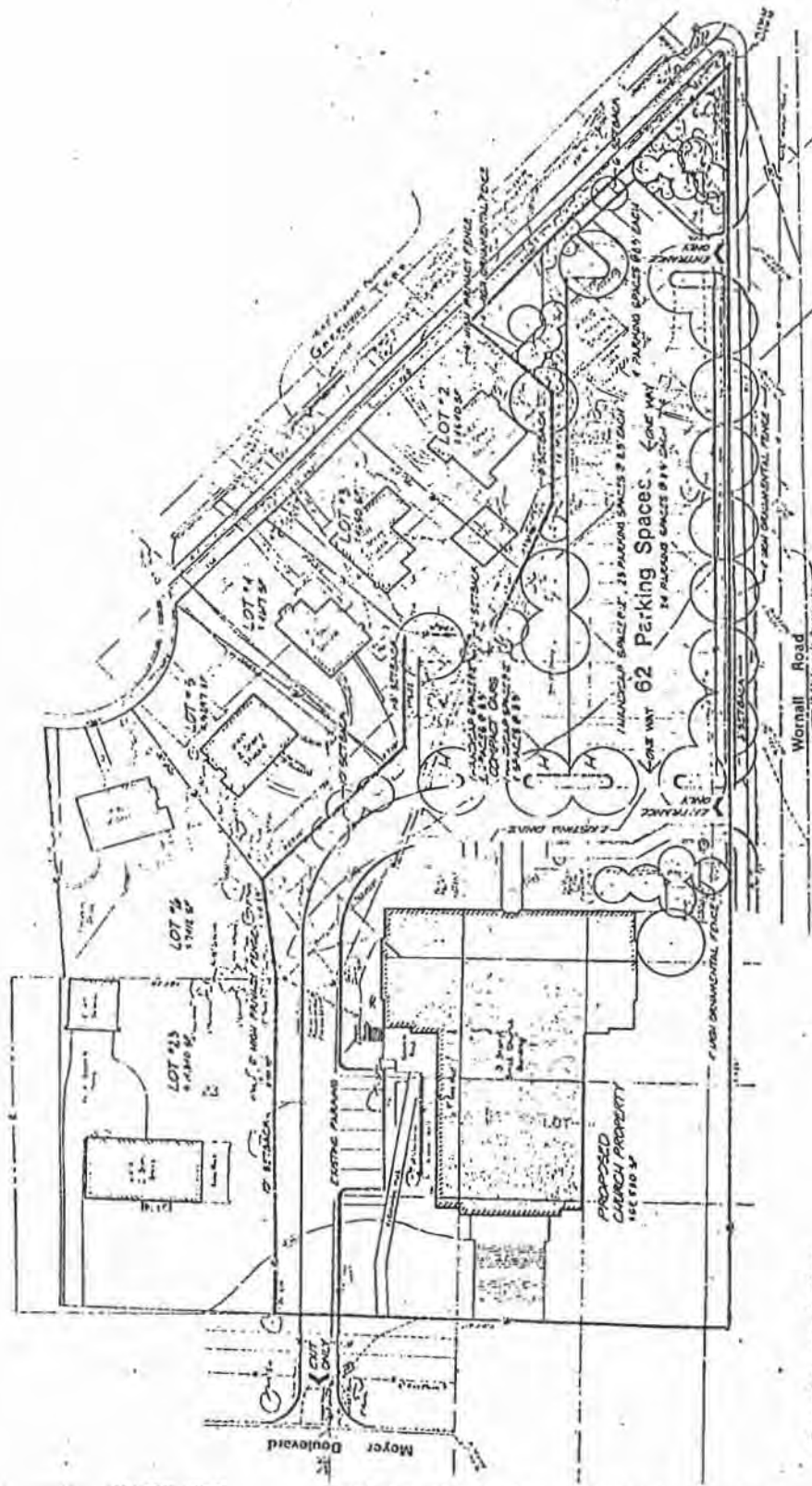
All of Lots 1, 24, 25, 26, and 27 together with portions of Lots 2, 3, 4, 5, and 6 and the East 25 feet of Lot 23, as measured at right angles from the East line of said Lot 23, all in Block 2, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described as follows:

Beginning at the Northerly corner of said Lot 1, being also a point of intersection of the Southeasterly right-of-way line of Greenway Terrace, as now established with the West right-of-way line of Wornall Road, as now established; thence South $0^{\circ}57'44''$ West along the East line of said Lots 1, 27, 26, 25, and 24 and along said West right-of-way line, a distance of 525.53 feet to the Southeast corner of said Lot 24; thence Westerly along a curve to the left and along the South line of said Lots 24 and 23, being also the North right-of-way line of Meyer Boulevard, as now established, having an initial tangent bearing of North $86^{\circ}51'16''$ West, and a radius of 5,800 feet, a central angle of $1^{\circ}49'26''$, an arc distance of 184.64 feet; thence North $1^{\circ}34'07''$ East along the West line of the East 25 feet of said Lot 23, 139.70 feet to a point on the North line of said Lot 23; thence North $6^{\circ}28'42''$ West, 41.23 feet to a point on the Northeasterly line of said Lot 6; thence North $46^{\circ}26'04''$ East, 69.22 feet to a point on the Northeasterly line of said Lot 5; thence continuing North $46^{\circ}26'04''$ East, 7.16 feet to an angle point therein; thence North $0^{\circ}57'44''$ East, 52.03 feet to a point on the Northeasterly line of said Lot 4; thence South $89^{\circ}02'16''$ East, 36.76 feet to a point on the East line of said Lot 3; thence North $23^{\circ}32'22''$ East along the East line of said Lots 3 and 2, 63.14 feet; thence North $0^{\circ}57'44''$ West, 41.76 feet to a point on the Southerly line of said Lot 1; thence North $44^{\circ}13'39''$ West along said Southerly line, 43.50 feet to the Southwest corner thereof, being also a point on the Southeasterly right-of-way line of said Greenway Terrace; thence North $45^{\circ}46'21''$ East along the Northwesterly line of said Lot 1 and along said Southeasterly right-of-way line, a distance of 157.37 feet to the point of beginning. Containing 1.500 acres, more or less.

EXHIBIT A

(Attached to Declaration of Restrictions)

K2005P2059



Development Plan
Wornall Road Baptist Church
 400 W. Meyer Blvd.
 Kansas City, Missouri

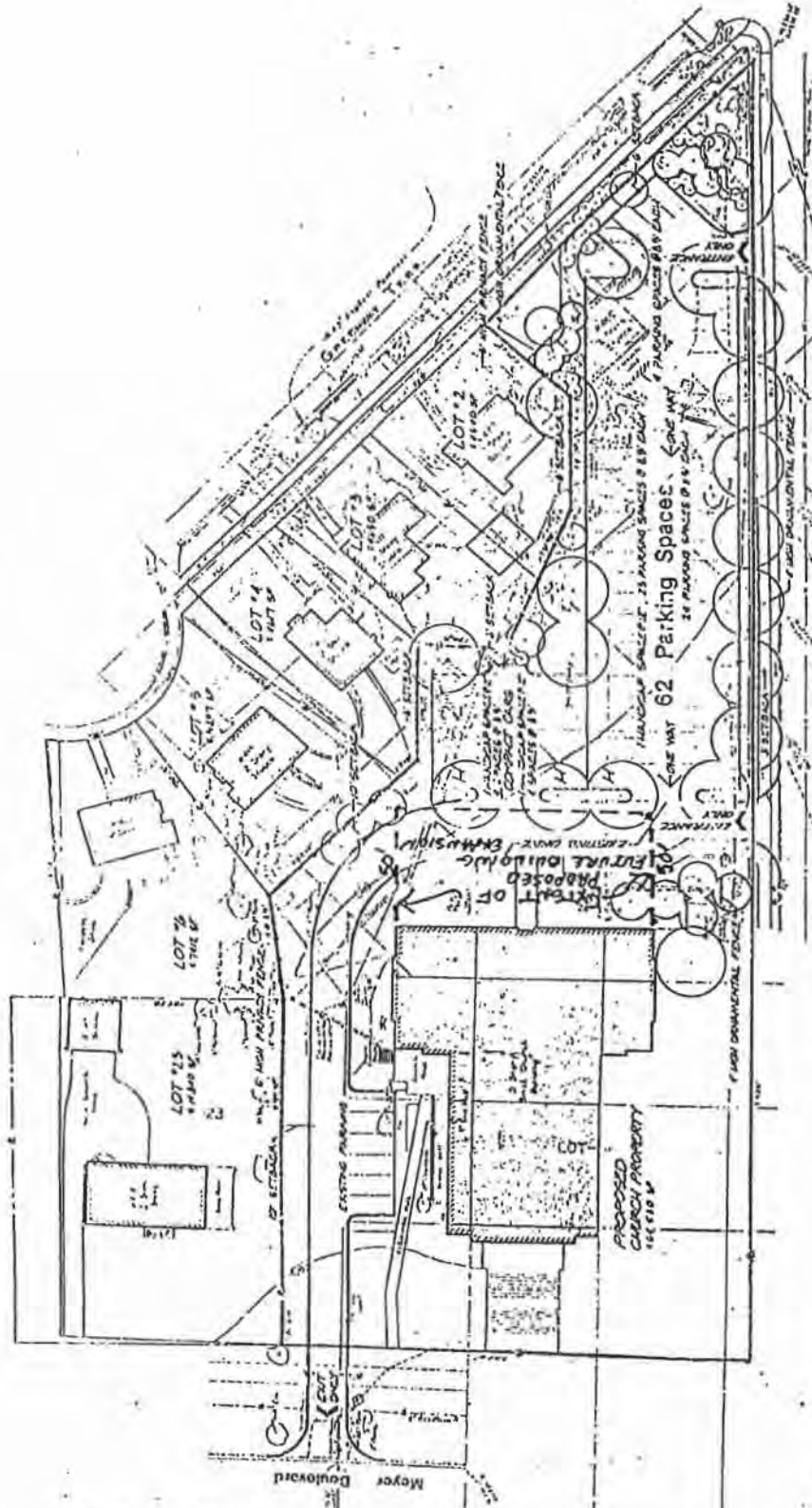


EXHIBIT B
 (Attached to Declaration of Restrictions)

K2005P2060



0' 20' 40' 80'
SCALE - 1" = 20'
DATE: 2/2/08



Development Plan

Wornall Road Baptist Church
400 W. Meyer Blvd.
Kansas City, Missouri



EXHIBIT B-1

(Attached to Declaration of Restrictions)

AGREEMENT FOR THE RELEASE AND
REINSTATEMENT OF RESTRICTIONS AFFECTING
BLOCKS 1 AND 2, GREENWAY FIELDS,
A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI

THIS RELEASE and REINSTATEMENT AGREEMENT is made by and between Wornall Road Baptist Church of Kansas City, Missouri, a Missouri pro forma decree corporation (hereinafter referred to as the "Church"), and the respective owners of Lots 15 and 20 in BLOCK 1, and of Lots 7, 8, 14 and 15 in BLOCK 2, in GREENWAY FIELDS, a subdivision of land in Kansas City, Jackson County, Missouri (hereinafter sometimes referred to as the "Six Lot Owners") ;

RECITALS

1. All of Lots 1 through and including 22, Block 1, and all of Lots 1 through and including 27, in Block 2, in GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri, are subject to certain restrictions as to use and other matters as set forth in the "Plat of GREENWAY FIELDS and restrictions", same being filed for record in the Office of the Recorder of Deeds for Jackson County, Missouri, at Kansas City, on August 17, 1917, as Document No. 1198805, and in Plat Book B19 beginning at Page 34 (hereinafter sometimes referred to as the "Restrictions").

2. The restrictions contained in said Plat provide that none of the lots within said Blocks 1 and 2, GREENWAY FIELDS, shall be improved, used or occupied for other than private residence purposes, except that a church or a church and parsonage may be erected and maintained on Lot 24, in said Block 2.

3. On or about 1929, the Church acquired the ownership of said Lot 24, Block 2, constructed a church building thereon, and has continuously maintained, and now maintains and operates, its church building (sometimes hereinafter referred to as the "Church Building") on said Lot 24 for church purposes, regularly conducting religious services therein for the benefit of its members its congregation and the community.

4. Subsequent to 1929, due to the expanding needs of the Church to better conduct its religious work and to provide its services to the community, the Church acquired ownership of all of Lots 25 through and including 27, all of Lots 1 through and including 6, the approximately West 45 feet of Lot 22, and all of Lot 23, all of said Lots being located in said Block 2 (sometimes hereinafter referred to as the "Church Lots"), it being the desire of the Church, with the appropriate consent of the owners of the Lots in said Blocks 1 and 2, to use the Church Lots for private residences or for church purposes, including particularly for the development of an off-street parking facility to serve the Church and its congregation.

5. The Church represents that thereafter the Church obtained from each of the owners (hereinafter sometimes referred to as the "Lot Owners") of all of the Lots in said Blocks 1 and 2, with the exception of the Six Lot Owners (described hereinbefore), a written document entitled, "Release of Restrictions", each of which documents the Church represents was filed for record in the Office of the Director of Records of Jackson County, Missouri, at Kansas City. The Church further represents that each of such documents provides that the respective owner consents and agrees that the Church may construct, maintain and use such additional buildings as it may desire, to be used exclusively for church purposes, together with off-street parking facilities, upon all or any part of the Church Lots.

6. Each of the Six Lot Owners is now willing to release the Restrictions insofar as same require private residence use of Lots 24 through and including 27, Lot 1, certain portions of the rear of each of what was originally Lots 2, 3, 4, 5 and 6, and the approximately East 25 feet of Lot 23 (hereinafter sometimes referred to as the "Church Lot" or as "Lot 1, WRDC", legally described on "EXHIBIT A" attached hereto) and that Lot 1, WRDC, may be used, improved and occupied for the Church Building, for a 62-space private parking facility (sometimes hereinafter referred to as the "Parking Facility") for the use of the Church, its members, congregation and invitees (as shown on "EXHIBIT B" attached hereto), and for a future possible expansion and extension to the North of the Church Building (now located solely on what was

Continued on Page 2

EXHIBIT D
(Attached to Declaration of Restrictions)

formerly Lot 24, Block 2) for a distance of not to exceed fifty (50) feet (as shown on "EXHIBIT B-1" attached hereto).

7. The Church represents that the plan for the improvement, use and occupancy of Lot 1, WRBC, is shown on the proposed Development Plan (the "Plan"), a reduced copy of the Plan being attached hereto as EXHIBIT B, and furthermore that the Plan will be implemented by virtue of the replatting of the Church Lots, which shall be known as "WRBC, a Replat of Lots 1 to 6 inclusive, Lots 24 to 27 inclusive, and a part of Lot 23, in Block 2, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri". A reduced copy of said proposed Plat of WRBC (the "Plat") is attached hereto as "EXHIBIT C".

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing RECITALS and of the mutual covenants and agreements hereinafter set forth and as set forth in that certain "Church-Association Agreement", dated July ____, 1989, the terms of which are incorporated herein by reference, and in further consideration of the payment by the Church of One Dollar (\$1.00) to each of the respective Six Lot Owners who have hereinafter executed counterpart copies of this Agreement, the receipt and sufficiency of which considerations are hereby acknowledged by the respective Owners, it is hereby agreed by and between the Church and the respective Six Lot Owners as follows:

A. On July 11, 1989, all of the real property (including all of the Lots contained therein), legally described on EXHIBIT A attached hereto, and to be legally known as "Lot 1, WRBC, a Replat of Lots 1 to 6 inclusive, Lots 24 to 27 inclusive, and a part of Lot 23, in Block 2, in GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri," shall be and are hereby released from the restrictions contained in Section 1 of the Restrictions, which restrictions require improvement, use and occupancy for private residence purposes, this Release being given solely to the extent necessary to permit the Church to improve, construct, maintain, use and occupy said Lot 1, WRBC, for the Church Building, the Parking Facility (as shown on the Plan (EXHIBIT B attached hereto), and for the future expansion and extension to the North of the Church Building for a distance of up to fifty (50) feet (as shown on the Plan (EXHIBIT B-1) attached hereto), subject, however, to the provisions of ¶B(1) through (3) set out hereinafter.

B. From and after July 11, 1989, the respective Six Lot Owners, on behalf of themselves and their respective heirs and assigns, hereby consent that the Church may improve, use and occupy said Lot 1, WRBC (the Church Lot), in addition to the use thereof for the existing Church Building, for the development, construction, maintenance and use thereof as a parking facility substantially in accordance with the Plan (EXHIBIT B attached hereto) and for a future expansion and extension of the existing Church Building to the North for a distance of up to 50 feet, as shown on the Plan (EXHIBIT B-1 attached hereto), subject, however to the Church agreeing to reinstate the Restrictions such that—

(1) No portion of said Lot 1, WRBC, shall be used by the Church, its successors or assigns, for other than church purposes;

(2) The Restrictions providing for no improvement, use or occupancy for other than private residence purposes shall be reinstated by the Church on those portions of Lots 2 through 6, inclusive, in Block 2, GREENWAY FIELDS, which remain after the creation of said Lot 1, WRBC; and

(3) The granting of this consent by the Six Lot Owners shall not be construed as a waiver or release by said Owners, or by any of them, of any of the provisions contained in the Restrictions as same pertain to or affect any of the lots in said Blocks 1 and 2, in GREENWAY FIELDS, except said Lot 1, WRBC.

Agreement for the Release and Reinstatement
of Restrictions Affecting Blocks 1 and 2,
GREENWAY FIELDS

Page 3

C. This Agreement can be executed, acknowledged, delivered and recorded in counterpart original copies.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands this _____ day of July, 1989.

WORNALL ROAD BAPTIST CHURCH OF
KANSAS CITY, MISSOURI

By: _____
Kent Bevan, President

"The Church"

ATTACHED EXHIBITS:

EXHIBIT A: Legal Description of Lot 1, WRBC (the Limited Lots);
EXHIBIT B: Reduced Copy of Proposed Development Plan of Lot 1, WRBC;
EXHIBIT B-1: Reduced Copy of Plan Showing Possible Expansion Area for the Church Building; and
EXHIBIT C: Reduced Copy of Proposed Plat of WRBC, a Replat of Lots 1 to 6 inclusive, Lots 24 to 27 inclusive, and a Part of Lot 23, in Block 2, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri.

Waldo S. Favreau
Typed or Printed Name of Owner

Owner of Lot 20, in Block 1, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri (commonly known as 418 Greenway Terrace)

Mabel G. Favreau, formerly known
as Mabel G. Duderstadt
Typed or Printed Name of Owner

Typed or Printed Name of Owner

Owner of Lot 7, in Block 2, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri (commonly known as 425 Greenway Terrace)

Myra L. Zirkle
Typed or Printed Name of Owner

George Clinton Alter
Typed or Printed Name of Owner

Owners of Lot 8, in Block 2, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri (commonly known as 427 Greenway Terrace)

Margaret Lucille Alter
Typed or Printed Name of Owner

C. Neil Bull
Typed or Printed Name of Owner

Owners of Lot 15, in Block 1, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri (commonly known as 438 Greenway Terrace).

Sheelagh G. Bull
Typed or Printed Name of Owner

Continued on Page 4

Agreement for the Release and Reinstatement
of Restrictions Affecting Blocks 1 and 2,
GREENWAY FIELDS

_____	_____
Typed or Printed Name of Owner	Shaun O'Rourke Typed or Printed Name of Owner
Owner of Lot 14, in Block 2, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri (commonly known as 447 Greenway Terrace)	

_____	_____
Arthur A. Parks Typed or Printed Name of Owner	Nancy G. Parks Typed or Printed Name of Owner
Owners of Lot 15, in Block 2, GREENWAY FIELDS, a subdivision in Kansas City, Jackson County, Missouri (commonly known as 451 Greenway Terrace)	

CORPORATE ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of July, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Kent Bevan, President of Wornall Road Baptist Church of Kansas City, Missouri, a Missouri pro forma decree corporation, known to me to be the person who executed the within Agreement on behalf of said corporation and acknowledged to me that, he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have affixed my notarial seal at my office in said County and State the day and year last above written.

My Commission Expires: _____

Notary Public, State of Missouri,
County of Jackson

Typed or Printed Name of Notary Public

JOINT ACKNOWLEDGEMENT
(Mabel G. Favreau and Waldo S. Favreau)

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of July, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Mabel G. Favreau (formerly known as Mabel G. Duderstadt) and Waldo S. Favreau, her husband, known to me to be the persons who executed the within Agreement and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have affixed my notarial seal at my office in said County and State the day and year last above written.

My Commission Expires: _____

Notary Public, State of Missouri,
County of Jackson

Typed or Printed Name of Notary Public

Agreement for the Release and Reinstatement
of Restrictions Affecting Blocks 1 and 2,
GREENWAY FIELDS

Page 5

INDIVIDUAL ACKNOWLEDGEMENT
(Myra L. Zirkle)

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of July, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Myra L. Zirkle, a single person, known to me to be the person who executed the within Agreement and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have affixed my notarial seal at my office in said County and State the day and year last above written.

My Commission Expires:

Notary Public, State of Missouri,
County of Jackson

Typed or Printed Name of Notary Public

JOINT ACKNOWLEDGMENT
(George Clinton Alter and Margaret Lucille Alter)

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of July, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared George Clinton Alter and Margaret Lucille Alter, his wife, known to me to be the persons who executed the within Agreement and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have affixed my notarial seal at my office in said County and State the day and year last above written.

My Commission Expires:

Notary Public, State of Missouri,
County of Jackson

Typed or Printed Name of Notary Public

INDIVIDUAL ACKNOWLEDGMENT
(Sheelagh G. Bull)

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF _____)

On this _____ day of July, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Sheelagh G. Bull, the wife of C. Neil Bull, known to me to be the person who executed the within Agreement and acknowledged to me that she executed the same for the purposes therein stated.

Continued on Page 6

IN WITNESS WHEREOF, I have affixed my notarial seal at my office in said County and State the day and year last above written.

Typed or Printed Name of Notary Public

Typed or Printed Name of Notary Public

Agreement for the Release and Reinstatement
of Restrictions Affecting Blocks 1 and 2,
GREENWAY FIELDS

JOINT ACKNOWLEDGMENT

(Arthur A. Parks and Nancy G. Parks)

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of July, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur A. Parks and Nancy G. Parks, his wife, known to me to be the persons who executed the within Agreement and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have affixed my notarial seal at my office in said County and State the day and year last above written.

My Commission Expires:

Notary Public, State of Missouri,
County of Jackson

Typed or Printed Name of Notary Public

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(STATE OF MISSOURI) SS
(COUNTY OF JACKSON)
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