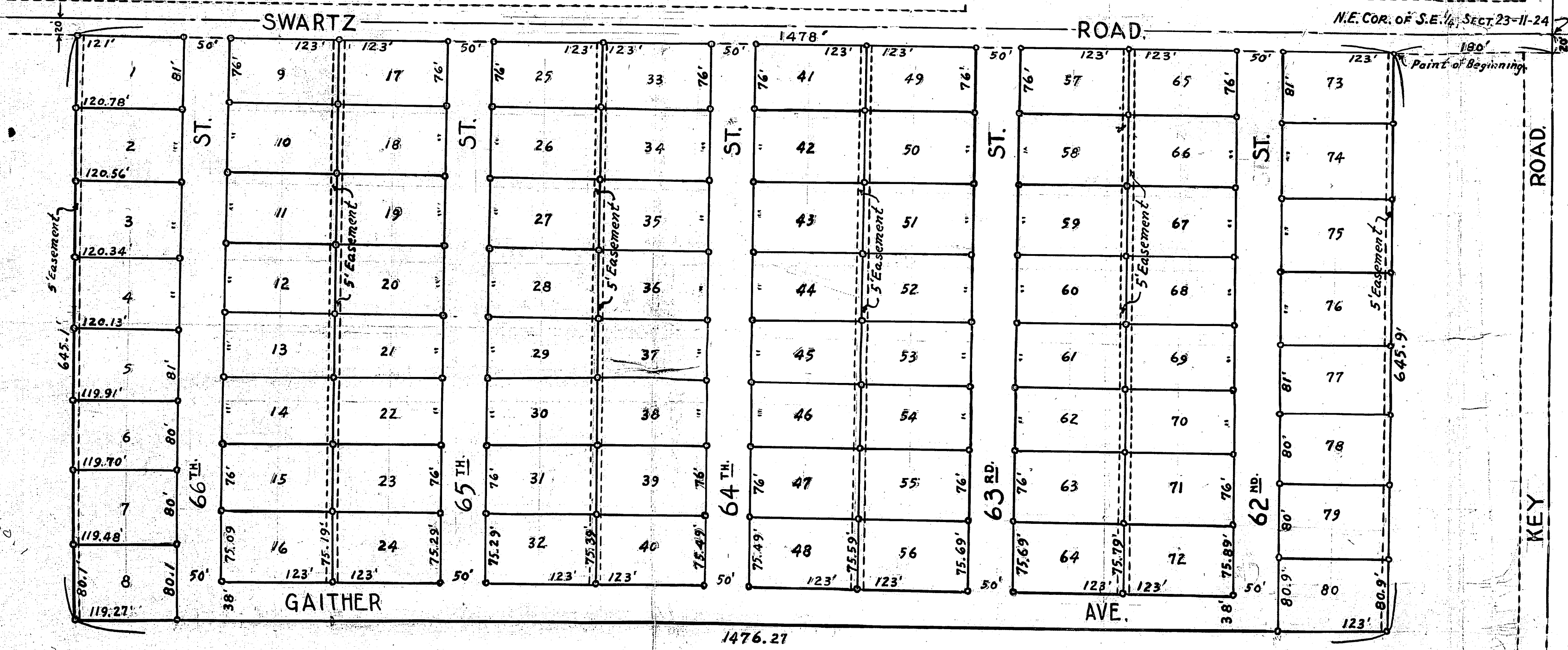


GAITHER SUB-DIVISION

WYANDOTTE COUNTY, KANSAS.

Truman Schrup
TRUMAN SCHRUP,
CONSULTING ENGINEER.



RESTRICTIONS.

The following restrictions shall be imposed on each and every lot in Gaither Sub-division in Wyandotte County, Kansas, as per recorded plat thereof.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 1971, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(A) - All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

(B) - No building shall be erected, placed, or altered on any building plot in this sub-division until the building plans, specifications, and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the sub-division, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of D.A. Ghrist, Dee A. Ghrist and W.R. Eldridge, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after September 1, 1956. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(C) - No building shall be located on any residential building plot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No building, except a detached garage or other outbuilding located 90 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

(D) - No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9,000 square feet or a width of less than 75 feet at the front building setback line.

(E) - No persons of any race other than the white race shall use or occupy any building or any lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(F) - No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(G) - No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(H) - No dwelling costing less than \$3500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one and one-half, or two-story structure.

(I) - An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance, and over the side 5 feet of any lot where necessary.

DESCRIPTION.

This plat known as Gaither Sub-division in Wyandotte County, Kansas, is described as follows:
Beginning at a point 180-feet West and 20-feet South of the Northeast Corner of the Southeast 1/4 of Section 23, Township 11, Range 24, thence West 1478-feet, thence South 645.1-feet, thence East 1476.27-feet, thence North 645.9-feet to point of beginning.
The streets shown on this plat are dedicated to the public for use as streets.

IN TESTIMONY WHEREOF, the undersigned proprietors of the above described lands have hereunto set their names this 24 day of October, 1946.

D.A. Ghrist
D.A. Ghrist
Dee A. Ghrist
Dee A. Ghrist

STATE OF KANSAS, }
COUNTY OF WYANDOTTE } SS

BE IT REMEMBERED, that on this 24 day of Oct, 1946, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came D.A. Ghrist and Dee A. Ghrist, his wife; who are personally known to me to be the persons who executed the within instrument and acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, the day and year last above written.

My commission expires Feb 6, 1950.

James H. ...
Notary Public.

APPROVED, this day of , 1946,
by the BOARD OF COUNTY COMMISSIONERS,
WYANDOTTE COUNTY, KANSAS.

Chairman.

ATTEST:

County Clerk.

APPROVED, this 23 day of Dec, 1946,
by the WYANDOTTE COUNTY PLANNING BOARD.

Wm. Madden
Chairman.

ATTEST:
Phil Caldwell
Secretary.

APPROVED, this 30 day of December, 1946,
by the COUNTY ENGINEER OF WYANDOTTE
COUNTY, KANSAS.

Howard C. Antren
County Engineer.

APPROVED, this 17 day of December, 1946,
by the BOARD OF CITY COMMISSIONERS OF
THE CITY OF KANSAS CITY, KANSAS.

Sam L. ...
Mayor.

ATTEST:
Howard Payne
City Clerk.

APPROVED, this 7 day of Dec, 1946,
by the CITY PLANNING COMMISSION OF
THE CITY OF KANSAS CITY, KANSAS.

Chairman.

ATTEST:
Frederic ...
Secretary.

APPROVED, this 16 day of Dec, 1946,
by the CITY ENGINEER, OF THE CITY
OF KANSAS CITY, KANSAS.

D.W. Chris
City Engineer.