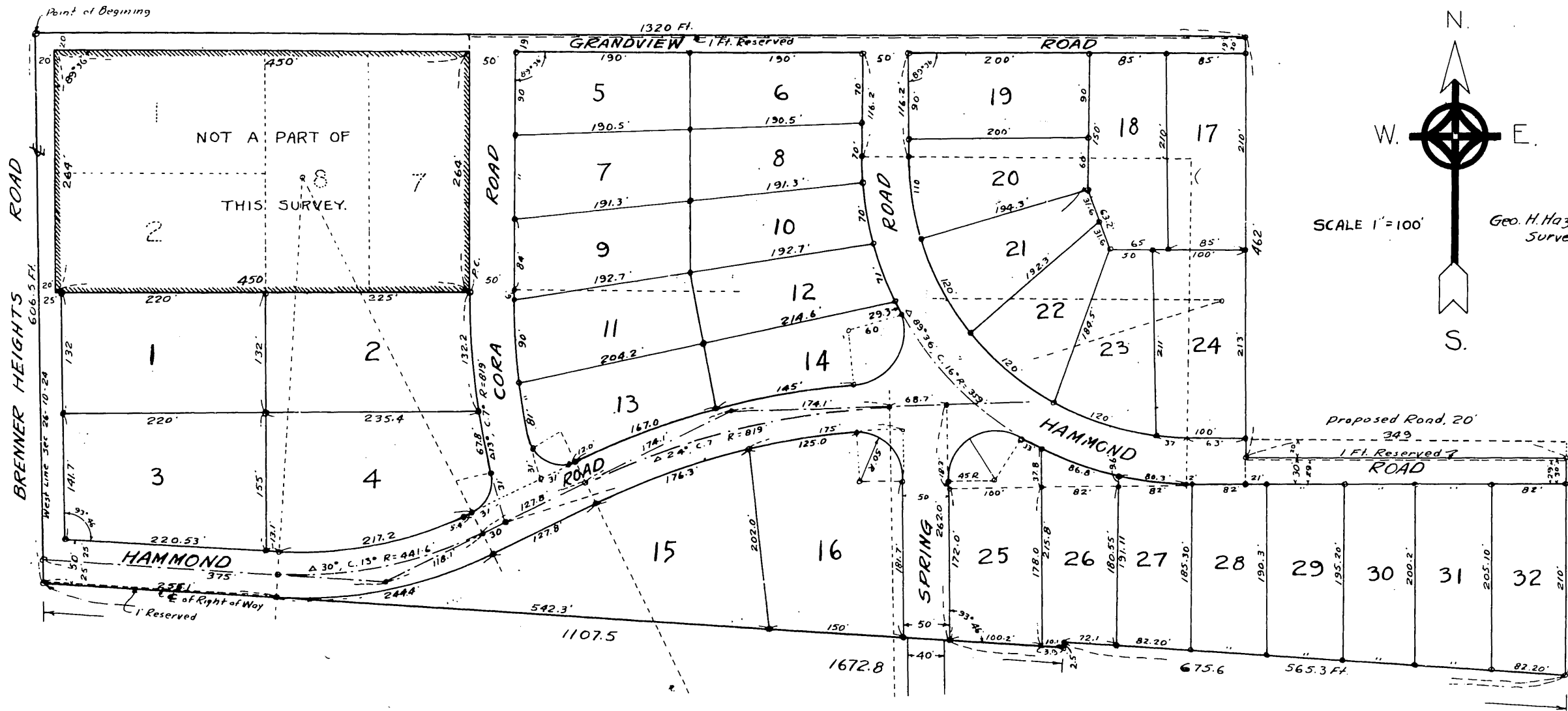


# RESURVEY OF HAMMOND PLACE EXCEPT LOTS 1, 2, 7, AND 8, IN WYANDOTTE COUNTY, KANSAS.



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SCALE 1" = 100'

Geo. H. Hazen  
Surveyor

#373904  
Received for Record on the 16 day  
of Nov. A. D. 1940 at 10:30 o'clock A. M.  
L. C. MADDOX  
Register of Deeds  
C. A. Harshbarger  
Deputy  
Fee \$10.00  
R. M. G.

### DESCRIPTION

This Plat, known as the "Resurvey of Hammond Place, Except Lot 1, 2, 7, and 8", located in the S.W. 1/4 of Section 26, Township 10, Range 24, in Wyandotte County, Kansas, is described as follows: Commencing at a point 98 Poles North of the S.W. Corner of the said Section 26, Township 10, Range 24, in Wyandotte County, Kansas, thence East 1320 Feet, thence South 462 Feet, thence East 349 Feet, thence South 240 Feet, thence Northwesterly 553 Feet, thence Southerly at right angles 7.5 Feet, thence Northwesterly, and at right angles, 1103.8 Feet more or less, to the west line of said Section 26, Township 10, Range 24, in Wyandotte County, Kansas; thence North along the west line of said Section, 606.5 Feet to the point of beginning.

The lands reserved for sale are Lots numbered 1 to 32 Inclusive, as shown hereon, and they shall hereafter be known as Lots in the "Resurvey of Hammond Place, Except Lots 1, 2, 7, and 8." The Streets and Avenues shown on the plat are dedicated to the public for use as such.

### RESTRICTIONS

The following restrictions shall be imposed on each and every Lot in Lots 1 to 32 inclusive, in the "Resurvey of Hammond Place, Except Lots 1, 2, 7, and 8," a subdivision of land in Wyandotte County, Kansas, as per recorded plat thereof, the same to continue in full force for the term of twenty-five (25) years from date, viz:—

- 1.- All lots in said tract shall be known and described as residential lots, and no structure shall be erected on any lot other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.
- 2.- No building shall be erected on any lot nearer than 25 Feet, nor farther than 40 Feet from the front line, nor nearer than 7 Feet to any side lot line. This covenant shall not apply to a garage located on the rear one-fourth of a lot.
- 3.- No residential lot shall be resubdivided into building lots having less than 9,000 square feet of area or a width of less than 60 Feet each. Nor shall any building be erected on any residential plat having an area of less than 9,000 Square feet or a frontage of less than 60 Feet.
- 4.- No noxious or offensive trade shall be carried upon any said lots; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. And said lots shall be used for residential purposes only.

- 5.- No portion of said property herein described, or any interest therein shall be conveyed by deed, lease, or otherwise to any person other than a member of the caucasian race, or to any corporation or association owned or controlled, in whole or in part, by persons not of the caucasian race, nor shall any person not of the caucasian race occupy any portion of said premises except as domestic servants.
- 6.- The cost of any residence erected in this subdivision shall be at least \$2000.00, and said residence must be finished in a workmanship manner. The ground floor square foot area of any dwelling house erected on any lot in said subdivision shall not be less than 400 square feet if a one story dwelling; and if such dwelling shall be more than one story, the ground floor area thereof shall not be less than 300 square feet.
- 7.- Upon the construction of a residence upon said tract, the owner thereof shall install a septic tank for the purpose of receiving all sewerage from said residence and shall not keep or maintain on said premises any outside privy, closet or open cesspool.
- 8.- No swine shall be kept on the said premises.
- 9.- Invalidation of any of the covenants or restrictions by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.
- 10.- The above covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until Sept. 15, 1965, and shall be automatically continued thereafter for successive periods of twenty (20) years each, unless the owners of the fee title to a majority of the front feet of said lots shall by a special meeting called for the purpose upon mailed notice to all such owners, release, change or alter any of said restrictions, at the end of such twenty (20) year periods, at least two (2) years prior to such expiration.
- 11.- These restrictions shall not apply to Lot 1.
- 12.- A perpetual easement is reserved over the rear or side 5 feet of each Lot for utility installation & maintenance

IN TESTIMONY WHEREOF, the undersigned proprietors have set their hand this 17th day of October, 1940.

Harry J. Hammond  
Cora L. Hammond

STATE OF KANSAS } ss.  
COUNTY OF WYANDOTTE }

BE IT REMEMBERED, that on this 17 day of October, 1940, before me the undersigned, a Notary Public, in and for the County and State aforesaid, came Harry J. Hammond and Cora L. Hammond, his wife, and \_\_\_\_\_ and \_\_\_\_\_ 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.

Albert D. Sutton  
Notary Public  
My Commission Expires May 13th 1942

Approved by the Board of County Commissioners, this 7th day of Nov, 1940.

Frank M. ...  
County Clerk.

Approved by the Wyandotte County Board, this 30 day of Sept, 1940.

Albert D. Sutton Secretary  
Wm. Ma ... Pres

Resurvey of Hammond Place  
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