

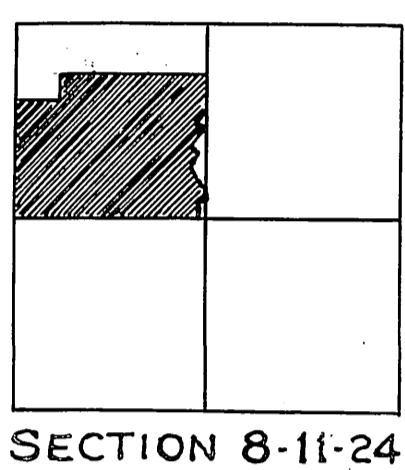
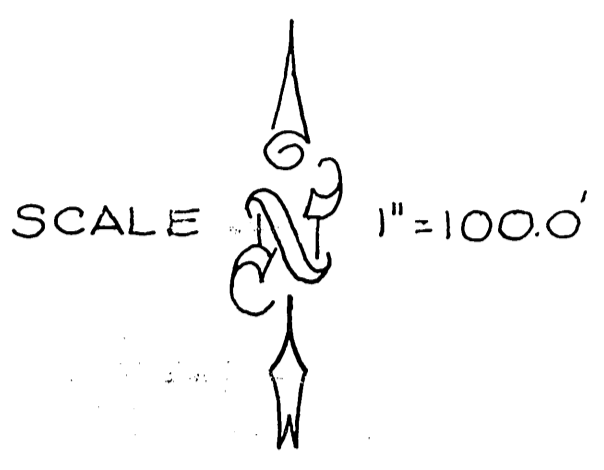
Hunters Glen No. 2

A Subdivision of land in the south one hundred and twenty acres (120 ACRES) of the northwest quarter (NW 1/4) of Section 8, Township 11, Range 24 in Wyandotte County, Kansas.

July 31/4
1957
Elizabeth Hopper
13.05

Restrictions

- We, the undersigned fee owners of the following described real property, situated in Wyandotte County, Kansas, do hereby make the following declarations as to limitations, restrictions and covenants to be placed upon the said additions, to run with the land, and to which the lots constituting the said additions may be put, hereby specifying that said declarations shall constitute covenants to run with all persons claiming under them and for the benefit of land limitations, upon all future owners in said additions, this declaration of restrictions being deemed to be the purpose of keeping said additions desirable, uniform and suitable in design and use, as herein specified.
- The residential area, covenants in Part 3, in their entirety shall apply to all of HUNTERS GLEN, No. 2.
- No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 1/2 story in height and a private garage for not more than two cars.
- No dwelling shall be permitted on any lot at a sales price less than \$9,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum floor area of the main structure exclusive of open porches and garages, shall be not less than 650 square feet.
- No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 20 feet to any side street line except that on all lots abutting on any collector street, no building shall be located nearer than 20 feet respectively to the street property lines of said streets. All side yards must be 10 or 15 percent of lot width, whichever is greater, excepting that only a 3 foot side yard shall be required for a detached garage or other building accessory buildings located 45 feet or more from the minimum rear setback line. No dwelling shall be located on any interior lot nearer than 45 feet to the street lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that they shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.
- No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.
- Facilities for installation and maintenance of utilities and drainage are to be as shown on the recorded plat and over the rear five feet of each lot.
- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- No fence, wall, hedge or other planting which obstructs light lines at elevations between 2 to 6 feet above the roadway shall be placed or permitted to remain on any lot corner within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines or in the case of a rounded property corner from the intersection of the street property lines extended the same distance. No tree shall be planted on any lot within 100 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be planted or maintained within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of south light lines.
- No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed or stored in such a way that the natural water course is not altered or blocked by such fill.
- No building shall be located on any lot so as to be nearer than a minimum distance of 14 feet from the dwelling on the adjoining lot. This does not modify or nullify any other restriction or covenant set forth herein.
- The architectural control committee is composed of three members (ALLEN L. MOORE, JACK BERTOLIO, and JOHN WADDELL.) A majority of the committee may designate a representative to act for it. In the event the committee or its representative shall resign or die, the remaining members shall appoint a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then duly owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or resign from it in any of its powers and duties.
- The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit is enjoined the construction commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an agreement signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



SURVEYED BY: *Robert B. Buford*
BUFORD & ASHELFOED
REGISTERED LAND SURVEYORS
PLATTE CITY, MO. - KANSAS CITY, KANSAS



Dedication
The lands intended for sale are described by and as lots, with restrictions as set forth in this plat, the dimensions of which are shown thereon, that portion reserved for public use as roads, the extent and direction of which are shown on this plat; and utility and drainage easements as shown are hereby dedicated to the public use forever.

In testimony whereof, we the undersigned owners of the herewith described property, have hereunto set our hand and seal this 27th day of July, 1957.

CITY WIDE MORTGAGE COMPANY

Ray S. Hodges, President
Lois M. Murray, Secretary

STATE OF MISSOURI } ss.
COUNTY OF JACKSON }
Be it remembered that on this 27th day of July, 1957, before me a notary public in and for the County and State aforesaid, came RAY S. HODGES, Vice-President and LOIS M. MURRAY, Asst. Secretary of CITY WIDE MORTGAGE CO., a Missouri Corporation who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same to be their own free acts and deed. In witness whereof I have hereunto subscribed my name and affixed my notarial seal the day and year last above written.

My Commission Expires: July 17, 1963
Raymond G. Givens
NOTARY PUBLIC

APPROVED BY THE WYANDOTTE COUNTY PLANNING BOARD
DATED July 27, 1957
James J. Johnson, Chairman
John R. Hopper, Secretary

APPROVED BY WYANDOTTE COUNTY ENGINEER
DATE July 27, 1957
John R. Hopper, Acting County Engineer

APPROVED BY WYANDOTTE COUNTY COMMISSIONERS
DATE July 30, 1957
Clarence A. Johnson, Chairman
Elizabeth Hopper, Clerk