

# RESURVEY OF Westfield Estates

PART OF LOT 11 AND ALL OF LOTS 12, 13, 14, 15, 16, 17, 18  
KANSAS CITY, WYANDOTTE COUNTY, KANSAS

## Description

This is a subdivision and re-survey of the South 218 feet of Lot 11 and all of Lots 12 thru 18 inclusive in Westfield Estates, according to the recorded plat thereof, and the East 223.80 feet of the South 480 feet of Lot 13 in M. Wagon's Subdivision according to the recorded plat thereof, all in the Southeast Quarter of the Southeast Quarter of Section 3, Township 11, Range 24, in Wyandotte County, Kansas, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 11, Westfield Estates, thence South 89°30'20" East 101.90 feet; thence South 0°00'40" West 636.80 feet; thence North 89°30'20" West 203.80 feet; thence North 0°00'40" East 491.78 feet to a point 2.18 feet North of the Southwest corner of said Lot 11; thence South 89°30'20" East and parallel to the South line of said Lot 11, 101.90 feet; thence North 0°00'40" East, 145.02 feet to the point of beginning.

## Dedication

The undersigned proprietors of the hereon described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat which subdivision and plat shall hereafter be known as: -  
**"RESURVEY OF WESTFIELD ESTATES"**

The land 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 all utilities and drainage easements as shown are hereby dedicated to public use forever.

## Restrictions

The following restrictions shall apply to each and every lot in the proposed subdivision of **"RESURVEY OF WESTFIELD ESTATES"**

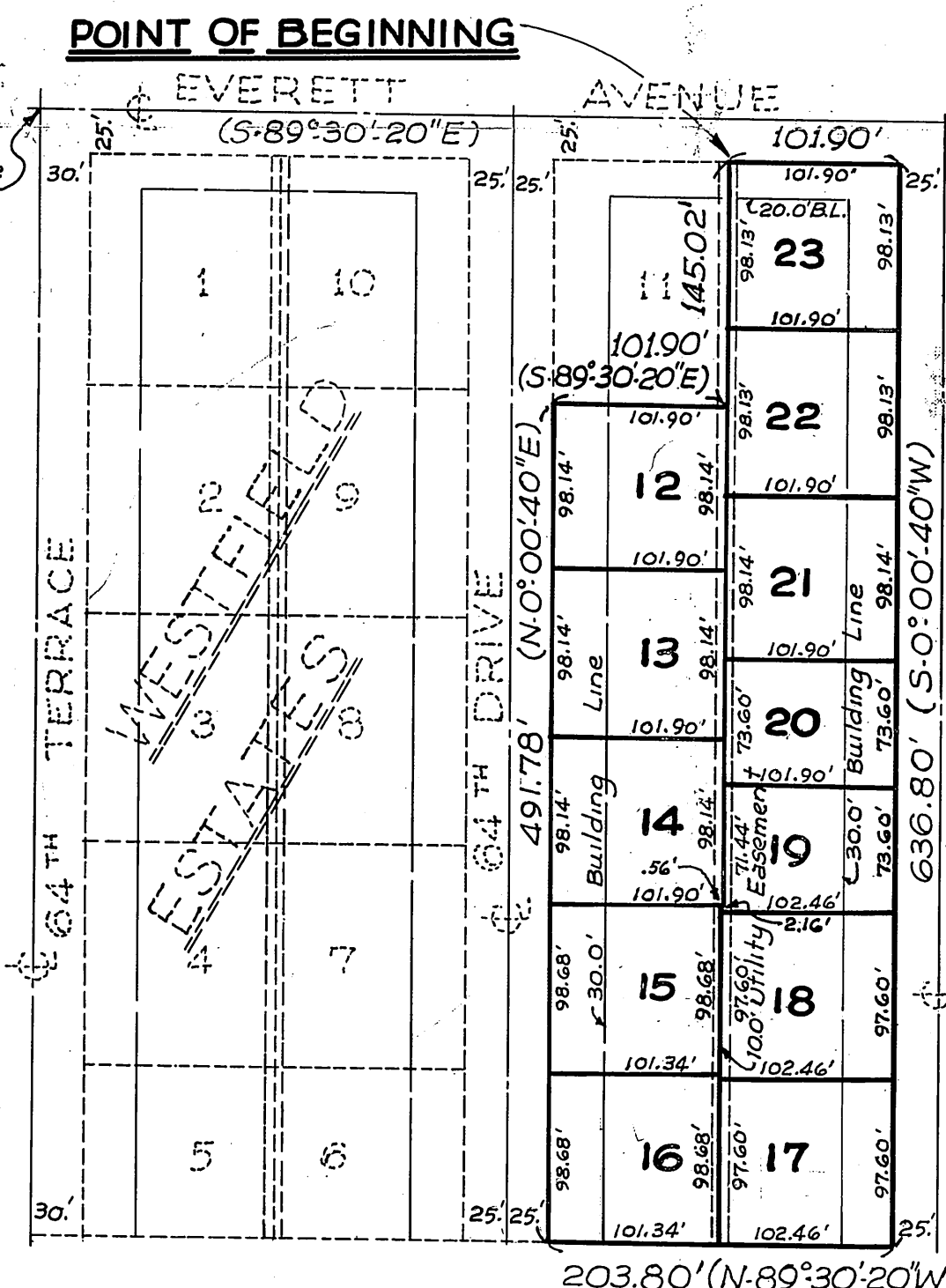
- All lots in this subdivision shall be known and described as residential lots and no structure shall be erected on any residential lot other than one and two-family dwellings not to exceed two stories in height and the usual accessory buildings, including a private garage.
- No structure shall be erected on any residential lot nearer than 30 feet to the front lot line nor nearer than 10 feet to any side lot line. On corner lots no structure shall be permitted nearer than 20 feet to the side street line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line.
- No trailer, basement, shack, garage or other outbuildings erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
- No stable barn, outside privy, closet, or open cesspool, shall be constructed or maintained on the property.
- Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 50 feet of each lot. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water thru drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
- 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 10,000 square feet, except that a dwelling may be erected or placed on lots numbered 19 and 20 as shown on the recorded plat.
- 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 sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 to 6 feet above the roadways shall be placed or permitted to remain on any corner lot, 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 lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 100 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the following line is maintained at sufficient height to prevent obstruction of such sight lines.
- No buildings shall be placed nor shall any material or refuse be placed or stored on any lot within 200 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.
- These covenants and restrictions are to run with the land and be binding on all parties and persons claiming under them until January 1st, 1972 at which time said covenants and restrictions shall be extended for successive periods of 10 years unless by a majority of the then owners it is agreed to change them in whole or in part.
- If the parties herein or their heirs or assigns shall violate or attempt to violate any of the restrictions herein it shall be lawful for a person or persons claiming property in said subdivision to prosecute any proceedings of law or in equity against the person or persons violating or attempting to violate such restrictions and either prevent him or them from doing so or to recover damages for such violation. Invalidations of any one of the above restrictions shall in no way invalidate any of the remaining restrictions.
- Plans and specifications for any dwellings to be placed on any lot must be approved by Frank L. Wilcox and/or Gerald G. Green.

## IN TESTIMONY WHEREOF:-

We the undersigned owners of the hereon described property have hereunto set our hand and seal this 22nd day of January, 1962

Frank L. Wilcox (Husband)      Gerald G. Green (Husband)  
 Bernice G. Wilcox (Wife)      Esther S. Green (Wife)

State of Kansas, Wyandotte County, ss:  
 Received for Record on the 20 day of MARCH A.D. 19 62  
 at 10:01 o'clock A.M. and duly recorded in Record 29 at page 2  
 L. C. MADDOX, Register of Deeds  
 Stanley Mouton, Deputy  
 Fee, \$ 5.85



Approved By Kansas City, Kansas Planning Board, March 12th, 1962

ATTEST: *[Signature]* CHAIRMAN

Approved By Kansas City, Kansas Commissioners, 3-15-62, 1962

*[Signature]* Mayor  
*[Signature]* City Clerk

Approved By Kansas City, Kansas Engineers, March 13, 1962

*[Signature]* CITY ENGINEER

Approved By Wyandotte County Planning Board, 3-22-62, 1962

*[Signature]* CHAIRMAN

Approved By Wyandotte County Commissioners, Jan 25, 1962

*[Signature]* ATTEST

Approved By Wyandotte County Engineers, Jan 22, 1962

*[Signature]* COUNTY ENGINEER

## STATE OF KANSAS COUNTY OF WYANDOTTE

Be it remembered that on this 22nd day of January, 1962, before me, the undersigned, a Notary Public, duly commissioned in and for the County and State aforesaid, came Frank L. Wilcox and Bernice G. Wilcox, husband and wife and Gerald G. Green, and Esther S. Green, husband and wife, 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 set my hand and affixed my Notarial Seal the day and year last above written.

My Commission expires October 10, 1964  
*[Signature]*  
NOTARY PUBLIC

LOCATION MAP  
IN  
SECTION 3, T11, R24

SURVEYED BY  
**BUFORD ASHELFORD**  
LAND SURVEYORS  
KANSAS CITY, KANSAS

By: *[Signature]*  
ALLEN D. ASHELFORD