

MISCELLANEOUS RECORD 161

5741--Wichita Eagle Press 1-42

AMENDMENT TO PROTECTIVE COVENANTS

PAUL'S ADDITION

WICHITA, KANSAS

TRM-9R

H. No dwelling costing less than \$3200.00 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 on any lot in Block 3, nor less than 750 square feet in the case of a one story structure on any lot in Block 1 or Block 2, nor less than 650 square feet in the case of a one and one half or two story structure on any lot in the Addition.

I. (b) An additional easement for utility installation and maintenance is reserved over the west five feet of Lot 10 in Block 1.

IN WITNESS WHEREOF, We have hereunto set our hands the day and year above written.

Ruth Paul

Roy J. Paul

Owners

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

Be It Remembered, That on this 16th day of March, A. D. 1942, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Ruth Paul and Roy J. Paul, her husband, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

(NOTARIAL SEAL)

Jas. E. Glasco

My term expires Oct. 5, 1944

Notary Public

FILED FOR RECORD MCH 17, 1942 AT 9:40 A. M.

ARCH E. McVICAR, REGISTER OF DEEDS

---LHS---

TRM-9R

See Amend. Misc. 161 Page 518

PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT The Hellar and Thomas Development Company, Inc., Owners of Blocks One (1), Two (2), and Three (3), in East Highlands North Addition to the City of Wichita, and The Interurban Realty Company, Owners of Blocks Four (4), Five (5), Six (6), Seven (7), and Eight (8), in East Highlands North Addition to the City of Wichita, Sedgwick County, Kansas, hereby create and impose the following protective covenants and restrictions, which shall be filed of record in the office of the Register of Deeds of Sedgwick

MISCELLANEOUS RECORD 161

3742—Wichita Eagle Press 1-42

County, Kansas, and shall run with all of the above mentioned real estate, and apply in full thereto, and subject to which all deeds and conveyances of all or any part of said real estate shall be made;

1. All lots in said property shall be for one family residential use except two family structures with two car garages may be erected on Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 in Block Two (2), and on Lots 1, 2, 3, 4, 5, 6, and 7 in Block Six, (6), and four family apartments with four car garages may be erected on Lots 1, 2, 3, 4, 5, and 6 in Block One (1), and on Lots 1, 2, 3, 4, and 5 in Block Five (5),
2. No building shall be erected or placed on any building plot nearer than thirty feet to the front lot line except on Lots 1, 2, 3, 4, 5, and 6 in Block One (1), and on Lots 1, 2, 3, 4, and 5 in Block Five (5), where the building line shall be not nearer than twenty five feet to the front lot line. No building shall be nearer than twelve feet to any side street lot line, or nearer than six feet to any other side lot line, except that detached garages or other outbuildings located more than seventy five feet from the front line may be located not nearer than three feet to any inside lot line.
3. No dwelling costing less than \$3,000.00 shall be permitted on any residential building plot in said tract, and the ground floor area thereof shall not be 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.
4. No one family structure shall be erected or placed on any building plot, which plot has an area of less than 6,300 square feet or a width of less than 50 feet.
 No two family structure shall be created or placed on any building plot, which plot has an area of less than 8,600 square feet or a width of less than 66 feet.
 No four family structure shall be erected or placed on any building plot which plot has an area of less than 12,000 square feet or a width of less than 97 feet.
5. 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 a nuisance to the neighborhood.
6. No person or 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.
7. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said real estate 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.
8. Easements as shown on the recorded plat are hereby reserved and created over each lot for the construction and maintenance of public utilities.
9. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, at which time said covenants shall be automatically extended for successive

MISCELLANEOUS RECORD 161

8741—Wichita Eagle Press 1-42

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 subdivision 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 doing or to recover damages or other dues for such violation.

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.

Witness our hands in execution hereof on this 17 day of Mch, 1942.

(CORPORATE SEAL)

THE HELLAR & THOMAS DEVELOPMENT COMPANY, INC.

Glen H. Thomas
Secretary

By M. W. Hellar
President

STATE OF KANSAS, SEDGWICK COUNTY) SS.

BE IT REMEMBERED that on this 17 day of Mch, 1942, before me, the undersigned, a Notary Public within and for said County and State came M. W. Hellar, known to me to be the President of THE HELLAR & THOMAS DEVELOPMENT COMPANY, INC., who is known to me to be the same person who executed the foregoing instrument and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

(NOTARIAL SEAL)

Norma Maurer

My commission expires Sept. 2, 1944

Notary Public

(CORPORATE SEAL)

THE INTERURBAN REALTY COMPANY

L. E. VanArsdale
Secretary

By J. H. VanArsdale
President

STATE OF KANSAS, SEDGWICK COUNTY)ss.

BE IT REMEMBERED that on this 17 day of Mch, 1942, before me, the undersigned, a Notary Public within and for said County and State came J. H. VanArsdale, known to me to be the President of THE INTERURBAN REALTY COMPANY, who is known to me to be the same person who executed the foregoing instrument and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(NOTARIAL SEAL)

Norma Maurer

My commission expires Sept. 2, 1944

Notary Public

FILED FOR RECORD MCH 17, 1942 AT 1:30 P. M.

ARCH E. McVICAR, REGISTER OF DEEDS

---LMS---