

BOOK 276

25842

DECLARATION OF RESTRICTIONS, RESERVATIONS AND PROTECTIVE COVENANTS

SHANK HILL
A Subdivision in Douglas County, Kansas

We, the undersigned, all of the owners of Shank Hill, a Subdivision in Douglas County, Kansas, as recorded on the 21st day of September, 1970, in Plat Book 11, page 24, in the office of the Register of Deeds of Douglas County, Kansas, hereby make the following declarations as to limitations, restrictions, and uses to which the lots constituting the said subdivision may be put, hereby specifying that the said declarations shall constitute covenants to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded.

1. All lots in this subdivision are designated for single family residence purposes.
2. 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.
3. All improvements must be of a permanent nature and be completed within one year from the date of starting construction; all residences, (houses) must be of a permanent nature and must be completed within one year from the start of construction and all residences are to contain no less than 1200 square feet of floor space, exclusive of porches, garages and basements.
4. No building shall be erected on any lot nearer than 35 feet to the front lot line.
5. No structure of a temporary character, trailer house, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
6. Upon any one lot, a maximum of two of any one kind of animal will be allowed, provided the total number of animals over the age of six months does not exceed seven. Exception to this is that no swine will be allowed on any lot at any time. Any and all animals kept must be kept in clean, attractive pens and barns.
7. All incinerators, or other equipment for the storage or disposal of material shall be kept in such a manner that it is not a fire hazard. No trash shall be dumped or burned nearer than 40 feet from any lot line.
8. 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.

9. 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.

IN WITNESS WHEREOF, We, the undersigned owners, have caused this instrument to be executed this 28th day of May, 1971.

Travis E. Glass
Travis E. Glass

David Quadagno
David Quadagno

Bernece Glass
Bernece Glass
"OWNERS OF LOT 1"

Jill Quadagno
Jill Quadagno
"OWNERS OF LOT 5"

John M. McGrew
John M. McGrew

Travis E. Glass
Travis E. Glass

Jill B. McGrew
Jill B. McGrew

Bernece Glass
Bernece Glass
"OWNERS OF LOTS 2, 3, 4 and 6 through 20"

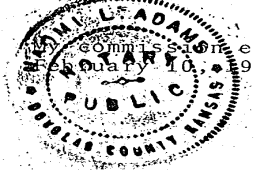
Robert B. Oyler
Robert B. Oyler

Corinne H. Oyler - C.H.O.
Corinne H. Oyler
"OWNERS OF LOTS 2, 3, 4, and 6 through 20"

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 28th day of May, 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Travis E. Glass and Bernece Glass, husband and wife; John M. McGrew and Jill B. McGrew, husband and wife; Robert B. Oyler and Corinne Oyler a/k/a Corinne H. Oyler, husband and wife; and David Quadagno and Jill Quadagno, 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.

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



Naomi L. Adams
Naomi L. Adams, Notary Public