

VICTORIA KNIGHTS 1ST ADDITION TO THE CITY OF VICTORIA

RESERVATIONS, RESTRICTIONS AND COVENANTS

The owner declares that the aforesaid land shown on the plat above-referred to is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth and also any restrictions, reservations and covenants now of record.

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, and in no event more than thirty (30) feet above the street level immediately in front of said house. Garages shall be at a minimum of one-car attached garages. No rooms may be rented or occupancy of said premises permitted except by a single-family unit; provided however, this shall not be construed to prohibit the occupancy of rooms by relatives, in-laws or domestic servants.

DWELLING SIZE. The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than one thousand (1,000) square feet for a one-story dwelling, nor less than eighteen hundred (1,800) square feet for a split-level or one and one-half story dwelling, nor less than twenty-four hundred (2,400) square feet for a two-story dwelling.

BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side-street line than the minimum building set-back lines shown on the recorded plat.

For the purpose of this covenant, eaves, steps and open porches shall not be construed as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon a building of another lot.

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum building set-back line nor shall any dwelling be erected or placed on said lot having an area of less than seven thousand (7,000) square feet.

BUILDING MATERIALS

No structure or building shall be moved onto any lot at any time and all structures which are permitted to be built shall be of all new construction and new material from the ground up, except for exterior or interior finish materials used for decorative purposes.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Markers designating the utility easements shall be installed to so designate such easement by the platting corporation. All lot owners adjacent to said easements hereby agree and consent to allow and permit all utilities furnishing services under said easements access through their lots for the purpose of installing, operating, and maintaining said utilities. No trees shall be planted nor shall any permanent buildings or structures be erected on said easements nor shall any items or objects be placed on said easements which are not easily and readily removable. Owners of all lots adjacent to said utility easements shall be solely and exclusively responsible for the upkeep and maintenance of that part of the easement so abutting the owner's lot line.

NUISANCES

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.

ZONING AND PLANNING

This area further shall be subject to the zoning and planning ordinances of the City of Victoria, Kansas, as the same may be amended.

ADDITIONAL RESTRICTIVE COVENANTS

There shall be no external television or radio antennas erected on any residence or lot in this addition. Further, there shall be no TV or radio dishes except those less than four (4) feet in diameter. No wind propellers shall be allowed.

No boat, boat trailers, house trailers, campers, mobile homes or similar vehicles of any type or description may be stored on any street.

On any lots where trash collection is on the street in front of said dwelling, trash recepticals used by the occupants shall not be allowed or permitted in the front of said dwelling except temporarily for the purposes of trash collection on scheduled collection days.

No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

No sign of any kind shall be displayed to the public's view on any lot except one sign of not more than five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sale except that developer may erect such signs designating the development as it deems necessary.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

GENERAL PROVISIONS

Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument 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

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

SEVERABILITY

Invalidation of any of these covenants by judgment or a court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

In witness whereof, the corporation has hereunto signed and affixed its seal the 21st day of April, 2004.