

VICTORIA HEIGHTS SUBDIVISION SALINA, SALINE COUNTY, KANSAS

State of Kansas) 55
County of Saline)

I, the undersigned, do hereby certify that I am a licensed professional engineer in the State of Kansas, with experience and proficiency in land surveying; that the heretofore described property was surveyed and subdivided by me, or under my supervision; that all Subdivision Regulations of the City of Salina, Kansas have been complied within the preparation of this plat, and that all of the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.



Given under my hand and seal at Salina, Kansas, this 30th day of April, A.D. 1976.
Kenneth W. White

State of Kansas) 55
County of Saline)

This is to certify that the undersigned is the owner of the land described in the plat, and that he has caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth and does hereby acknowledge and adopt the same under the style and title thereon indicated.

All street right-of-way as shown on this plat are hereby dedicated to the public, the easement or license to the public to locate, construct and maintain or authorize the location, construction and maintenance of poles, wires, conduits, water, gas and sewer pipes or required drainage channels or structures upon the area marked for easements on this plat is hereby granted.

Given under my hand of Salina, Kansas this 30th day of April, A.D. 1976.
Philip R. Martin J.V. Enterprises, Inc.
Philip R. Martin Owner

State of Kansas) 55
County of Saline)

I, Betty Crawford, a Notary Public in and for said County, in the State of Kansas, do hereby certify that the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledge that they signed and delivered the plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 30th day of April, A.D. 1976.
Betty Crawford
Notary Public

State of Kansas) 55
County of Saline)

I do hereby certify that there are no delinquent general taxes, no unpaid forfeited taxes, and no redeemable tax sales against any of the land included in the plat.

I further certify that I have received all statutory fees in connection with the plat.

Given under my hand and seal at Salina, Kansas, this 30th day of April, A.D. 1976.
R. D. Armstrong County Clerk
D. Hannon City Clerk

State of Kansas) 55
City of Salina)

Approved this 30th day of May, A.D. 1976.
M. E. Hilt Mayor
James City Clerk

State of Kansas) 55
City of Salina)

Approved this 30th day of May, A.D. 1976.
James City Clerk Chairman
James City Clerk Secretary

State of Kansas) 55
County of Saline)

I do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have not been apportioned against the tract of land included in the plat.

Given under my hand and seal at Salina, Kansas, this 30th day of April, A.D. 1976.
R. D. Armstrong County Clerk
D. Hannon City Clerk

State of Kansas) 55
County of Saline)

Approved this 1st day of May, A.D. 1976.
James City Clerk Chairman
James City Clerk County Clerk

State of Kansas) 55
County of Saline)

Approved this 1st day of May, A.D. 1976.
James City Clerk Chairman
James City Clerk Secretary

LEGAL DESCRIPTION

J.V. Enterprises, Inc. being duly incorporated under the statutes of the State of Kansas and being the owners of the following described real estate:

A tract of land located in the West half of the NE 1/4, Section Nineteen (19), Township Fourteen South (T14S), Range Two West (R2W), of the Sixth Principal Meridian in Saline County, Kansas, more particularly described as follows:

Beginning at a point 184.42' S 89°13'22"E and 74.19' S 20°00'00"E of the NW cor. of the NE 1/4 section 19 said point of beginning, being the NW corner of said tract; thence N 90°00'00"E, a distance of 830.00' to a point that is 62.93' S 01°06'54"W of the north section line of sec. nineteen (19) thence S 01°06'54"W a distance of 1490.76'; thence S 70°00'00"W a distance of 140.00'; thence N 37°28'31"W a distance of 318.28'; thence N 20°40'38"W a distance of 110.00'; thence N 71°41'36"W, a distance of 222.97'; thence southwesterly a distance of 165.02' along the arc of a circle whose radius is 50.00' and whose center is N 71°41'36"W a distance of 50.00' thence N 25°43'33"W a distance of 267.86'; thence N 00°00'00"E, a distance of 791.84'; to the point of beginning. Said tract contains 23.7 acres, more or less.

The owner caused the same to be surveyed, subdivided and platted under the name of Victoria Heights Subdivision, Saline County, Kansas, shall be subject to and regulated by the terms and provisions of the protective covenants and restrictions herein after set forth; and when said land or any part thereof is conveyed, subject to the terms and provisions of such protective covenants and restrictions, which are hereby declared to be covenants running with the land.

PROTECTIVE COVENANTS

1. Definitions.

a) The term "lot" means one of the thirty-five tracts of land shown on the Plat outlined by an unbroken line and designated by a numeral, said lots being numbered 1 through 27, Block one; and 1 through 8, Block Two.

b) The term "lot line" means the boundary line of each lot as shown on the Plat.

c) The term "dwelling site" means a tract of land containing not less than one lot on which may be constructed one dwelling house and appurtenances in compliance with these protective covenants and restrictions.

d) The term "dwelling site line" means the boundary line of a dwelling site.

e) The term "building limit line" means the building limit line as shown on each lot on the plat.

f) The term "owner" means the person or persons, firm, or corporation who now or who shall from time to time hereafter own the fee simple title to a tract of land within Victoria Heights Subdivision.

2. Use of Land.

The land within Victoria Heights Subdivision shall be used exclusively for residential purposes and no building or structure shall be erected or maintained on any dwelling site except a private dwelling house designed and used for occupancy by one family only, and such outbuildings as are customarily appurtenant to dwellings.

No structure shall be moved onto any dwelling site without written consent of the owners of the majority in a number of the dwelling sites.

No shack, shed, basement, garage, trailer, tent, barn or other outbuilding, whether of a temporary or permanent nature erected on or moved onto any dwelling site, shall at any time be used as a residence or place of habitation.

No lot may be subdivided into more than one dwelling site, with the exception of lot 5, Block 2, which may be divided with written consent of the developer.

Boats and motor homes shall be appropriately housed, so as not to be exposed to view from the street.

3. Setback Requirements.

a) No dwelling house or outbuilding or any part thereof shall be erected or maintained on any dwelling site nearer to any portion of a lot line coinciding with the dwelling site line than the building limit line as shown on the Plat or the Building Ordinances of the City of Salina.

b) Eaves, steps leading to a dwelling, and open, uncovered, and unenclosed porches, balconies and terraces may extend not more than 12 feet beyond the limitations imposed under subparagraph (a).

4. Size of Dwelling House.

a) Any dwelling house erected upon or moved onto any dwelling site shall contain a minimum floor area of 1500 square feet in a one-story structure, or 2100 square feet in a multi-story structure. Said floor area requirements are exclusive of basements, garages, porches, balconies and terraces.

b) No dwelling house may be constructed with occupied living space below elevation of 1239 feet (Flood level).

c) Dwelling houses constructed on all lots in Block two shall not exceed (28) feet in height measured above the highest natural ground level at the building foundation line, or dwellings in Block 2 shall not be built above the 1270 elev. line without written permission of the developer.

5. Approval of Plans.

No dwelling house or outbuilding, driveway, walk, fence, wall, swimming pool, pond or other structure shall be commenced, constructed, erected or maintained upon or moved onto any dwelling site, nor shall any addition thereto or change or alterations therein be made until plans and specifications, plot plan and grading plan therefor shall be submitted to and approved in writing by the owners of the majority in number of the dwelling sites. Said owners may take into consideration the suitability of the proposed building or other structure and the materials of which it is to be constructed, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of such structure on the outlook from adjacent or neighboring property.

6. Easements.

No dwelling house, outbuilding, swimming pool or other permanent structure shall be erected or maintained upon any area indicated on the Plat as a utility easement, but the owners of the dwelling sites may make such reasonable use thereof as shall not interfere with the construction and maintenance of utilities thereon, or access to the same for the purpose of repair and maintenance.

No sewers, water lines, electric power lines, gas lines, telephone lines or any other type of utility lines, wires or cables, and no poles (except for street light poles), machinery or equipment of any kind used in connection with said utilities may be erected, installed or maintained above the surface of the ground anywhere in Victoria Heights Subdivision.

7. Miscellaneous Provisions.

a) No signs or billboards may be erected or maintained anywhere in Victoria Heights Subdivision except for signs advertising the rental or sale of property within Victoria Heights Subdivision.

b) No oil drilling, oil development operations, oil wells, quarrying or mining operations of any kind shall be permitted anywhere in Victoria Heights Subdivision, and no outside storage tanks for oil or other fluid may be constructed or maintained above the surface of the ground anywhere in Victoria Heights Subdivision.

c) No animals, livestock or poultry of any kind shall be raised, bred or kept anywhere in Victoria Heights Subdivision, except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

d) No trash or refuse of any kind may be thrown or dumped, and no noxious or offensive activity may be carried on anywhere in Victoria Heights Subdivision.

e) No building material of any kind shall be placed or stored on any dwelling site until the owner thereof is ready to commence construction of improvements, and all unused materials shall be promptly removed after completion of construction.

f) The owner of any lot must commence construction within Two (2) years of the signed contract.

g) The owners of developed and undeveloped lots, must at all times, maintain these lots, through the mowing of grass and weeds and the trimming of hedges and trees.

8. Duration.

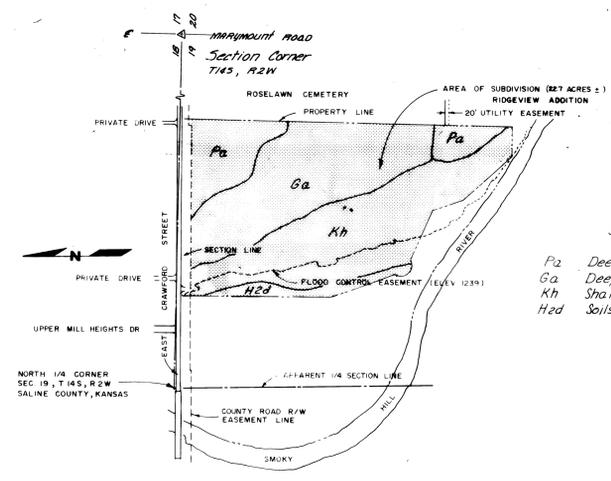
All of the terms and provisions of these protective covenants and restrictions shall remain in full force and effect for a period of 30 years from the date upon which this document entitled "Protective Covenants and Restrictions of Victoria Heights Subdivision" is recorded in the office of the Register of Deeds of Saline County, Kansas; provided, however, that the owners of 75% or more of the dwelling sites may at any time release any or all of the land within Victoria Heights Subdivision from one or more of the restrictions contained in paragraphs 3, 4, 5, 6 and 7 hereof by executing and acknowledging a written agreement for such purposes and recording the same in the office of the Register of Deeds of Saline County, Kansas.

9. Enforcement.

All of the terms and provisions of the protective covenants and restrictions contained herein are hereby declared to be covenants running with the land, and shall be binding upon the owners and all parties claiming by, through or under them. Any owner shall have the right to enforce these protective covenants and restrictions by bringing an action and obtaining an injunction, or by bringing an action to recover damages.

10. Invalidity of Part.

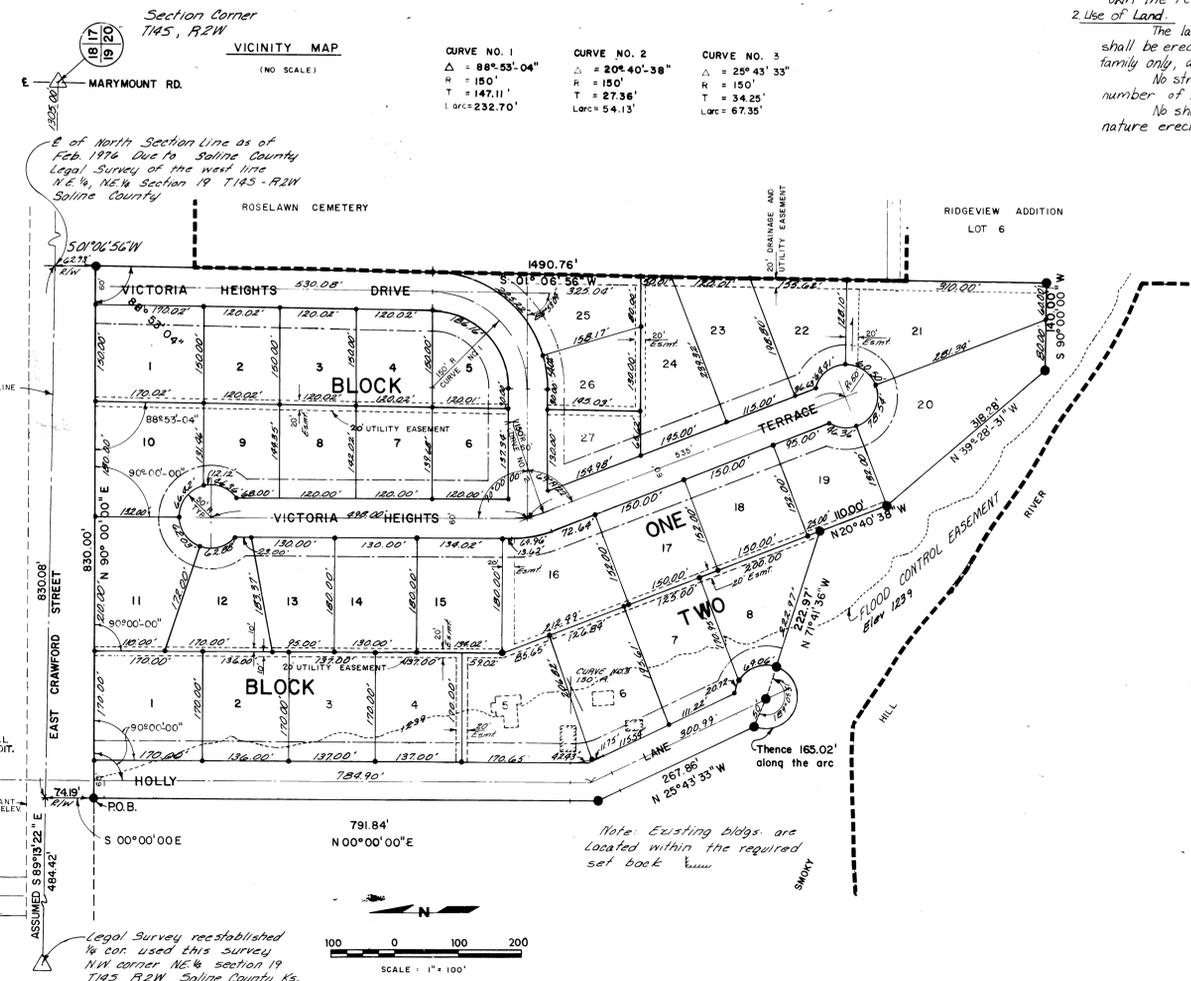
If any term or provision of these protective covenants and restrictions is held to be invalid by judgment of any Court, the invalidity shall not affect the other terms and provisions of these protective covenants and restrictions which shall remain in full force and effect.



SOIL MAP

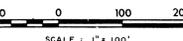
Ga Deep moderately coarse textured upland soil
Gc Deep friable loamy upland soil
Kh Shallow upland soils
Hed Soils mainly from medium textured alluvium

CURVE NO. 1	CURVE NO. 2	CURVE NO. 3
Δ = 88°53'04"	Δ = 204°40'38"	Δ = 29°43'33"
R = 150'	R = 150'	R = 150'
T = 147.11'	T = 27.36'	T = 34.25'
L OFC = 232.70'	L OFC = 54.13'	L OFC = 67.35'



LEGEND

- Easements - All utility easements 20' unless otherwise noted.
- Building Set-Back Line - 30' unless otherwise noted.
- Flood Control Easement Elev. 1239
- City Limit
- Boundary Corner (3/4" x 3/4" Iron Bar Set in Concrete)
- Lot Corners



Legal Survey reestablished 1/4 cor. used this survey NW corner NE 1/4 section 19 T14S, R2W Saline County, Kas.