

AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS  
RIVER TRAIL ADDITION, SALINA, KANSAS

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR THE RIVER TRAIL ADDITION, Saline County, Kansas (the "Protective Covenants") amends and restates that certain Declaration of Protective Covenants for the River Trail Addition filed of record on March 23, 1999 at Miscellaneous Book 170 pages 994-999. Pursuant to Paragraph 16 of the Protective Covenants, a majority of the fee owners ( the "Owners") of the real property in Saline County, Kansas, as shown on the Plat of River Trail Addition to the City of Salina, recorded March 23, 1999, in Book A-11 at Pages 15-16 of the Register of Deeds of Saline County, Kansas, hereby make and declare the following limitations, restrictions and uses upon and of said property as restrictive and protective covenants, through reference hereto in all deeds and contracts for the sale issued by Owners to or for any part of said property, as benefits and obligations running with the property, and as binding upon the Owners and upon all parties claiming under said Owners and upon all future owners of any part of said property, so long as these Protective Covenants shall remain in force and effect as now written or as hereafter amended.

1. GENERAL PURPOSES. These covenants are made for the purpose of creating and keeping the River Trail Addition, as far as possible, desirable, attractive, beneficial, uniform and suitable in architectural design, materials and appearance. All for the mutual benefit and protection of the Owners.
2. LAND USE. All lots in River Trail Addition shall be used for no other purpose than for the building and maintaining thereon and the occupancy thereof of private residences, including auxiliary buildings to be used in conjunction with the maintaining of a private residence.
3. DWELLING QUALITY AND SIZE. All improvements shall be constructed of good and suitable material and be of first class workmanship. The ground floor area of one story single family homes or townhomes, exclusive of open or enclosed porches and garages, shall be not less than 1,200 square feet. The ground floor area of homes of more than one story shall not be less than 1,000 square feet, exclusive of open or enclosed porches and garages. No modular homes are allowed.
4. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee ( the "Committee") shall consist of Karla Tillberg, Cheryl Murray and Roger Siemsen. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor to fill the vacancy. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services rendered as a Committee member.
5. APPROVAL OF PLANS AND SPECIFICATIONS. Before anyone shall commence the construction, remodeling, addition to or alteration of any building, swimming pool, wall, fence, or other structure whatsoever on any lot, there shall be submitted to the Committee sufficient building plans (including plat plans and specifications) and a sufficient description of each allowed type of improvement for its review and approval or rejection. Approval by the Committee of all fences as to type, height, placement, quality of materials and workmanship shall be required. No chain link fences are permitted. Exterior paint color and shingle color and type shall be submitted for approval. This approval requirement specifically extends to subsequent repainting of structures and replacement of shingles. In no event shall connected structures (i.e. town home unit) ever be



painted or shingled with different colors or products. Furthermore, in no event shall the Committee or any individual member be liable to any person for the Committee's action in connection with submitted plans and specifications, unless it is shown that they acted with malice or wrongful intent.

6. **GARAGES OR OUTBUILDINGS.** No garage or other outbuildings shall be placed, erected or maintained upon a part of any lot except for use in connection with a residence already constructed or planned construction and approved by the Committee. All residences constructed on lots zoned R-1 and R-2 shall have garages capable of containing not less than two standard sized automobiles. Garages shall either be attached to the residence or, if detached, then such detached garage shall be similar in design to the residence. Likewise, with respect to any other outbuilding which may be permitted, such outbuildings shall also be similar in design to the residence.
7. **PROCEDURE.** The Committee's approval or disapproval as required by the Protective Covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after complete plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. **CLOTHESLINES.** No clotheslines shall be permitted on any lot unless the clothesline shall be enclosed and screened from public view.
10. **ANIMALS.** No animals, livestock, horses or poultry of any kind shall be raised or bred. Dogs and cats and household pets may be kept, but not raised or bred for commercial purposes, as long as they are confined by fence, leash or electronic enclosure on the property owned by their owner.
11. **PARKING.** Boats and other watercraft, trailers, mobile homes, campers, tractors, trucks larger than one ton and like vehicles shall be stored or parked only in enclosed garages and the parking of these vehicles on unenclosed driveways or on the street for a period of more than forty-eight (48) hours shall be prohibited. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on River Trail properties except within enclosed garages. For purposes of this section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Association.
12. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than four square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sale period.
13. **NUISANCE.** No noxious, illegal or offensive trade or activity shall be carried on upon any portion of the River Trail Addition, nor shall anything be done thereon tending to cause the embarrassment or discomfort of any person or which may be or become an annoyance or nuisance to the neighborhood or any person therein.
14. **CONTINUITY OF CONSTRUCTION.** Construction on all structures commenced shall be prosecuted diligently to completion and shall be completed within six months of commencement, except such longer period may be allowed by the written consent of the Committee.
15. **COVENANT AGREEING NOT TO PROTEST.** All land owners in the River Trail Addition consent to the establishment of a special improvement district pursuant to the Kansas General Improvement and Assessment Law for the purpose of constructing Magnolia Road abutting the




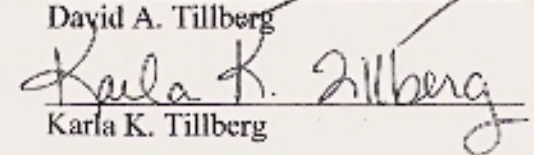
subject Real Estate to applicable city standards and further waive the right pursuant to K.S.A. 12-6a-6 to make written protest against the creation of such a special improvement district. If a special improvement district is established, properties in River Trail Addition would be subject to future special assessments for one half of the total cost of reconstructing two lanes on Magnolia Road to city residential street standards.

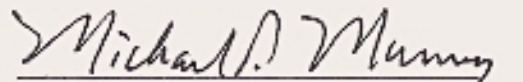
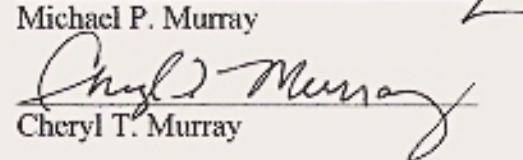
Said assurance shall be valid for a 10 year period, from the date of execution of the original Declaration of Protective Covenants. This COVENANT AGREEING NOT TO PROTEST shall not be amended or modified in any manner without the prior approval of the Planning Commission and governing body of the City of Salina, Saline County, Kansas.

16. **EFFECT AND DURATION OF COVENANTS ONE THROUGH FOURTEEN.** These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of execution of the original Declaration of Protective Covenants, at which time the Protective Covenants shall be automatically extended for successive periods of ten (10) years. The Protective Covenants may be amended at any time, in whole or in part, by a vote of a majority of the then owners of River Trail lots. COVENANT FIFTEEN shall expire as per the terms stated within COVENANT FIFTEEN.
17. **HOMEOWNERS' ASSOCIATION.** The River Trail Homeowners Association (the "Association") at the expense of the Association, shall own and maintain the landscaped entrance and the storm drainage and retention ponds labeled as COMMON AREA on the abovementioned plat. An annual assessment for the maintenance of the Common Area, inter alia, as provided for in Article X of the Bylaws of the River Trail Homeowners Association, shall be due and payable on May 1 of each year and shall be delinquent as of June 1 of each year. The amount of the annual assessment shall be set by the board of directors of the Association and may be changed by such board of directors from time to time as necessary to cover the expenses of the Association.
18. **ENFORCEMENT.** If any person shall violate or threaten to violate any of the provisions of the Protective Covenants, it shall be lawful for the Association or any person or persons owning property in the River Trail Addition to institute proceedings at law or in equity to enforce the provisions of the Protective Covenants and to restrain the persons violating or threatening to violate them, and to recover damages, actual and punitive, for such violations. In addition, the City of Salina shall have the right, at the expense of the Association, to remedy any default with respect to the proper maintenance of the Common Area. Any costs incurred by the City in the maintenance of the drainage facilities located within the Common Area shall be assessed and charged against all of the lots within the subdivision and other adjacent properties responsible for said maintenance. The City may, in lieu of levying the maintenance costs against the owners as above provided, maintain an action against the owners to collect the costs of said maintenance in the same manner as any other obligation owed the City might be collected. Failure by the Association, by any owner, or by the City of Salina to enforce any covenant, restriction, easement, or license herein contained shall not be deemed a waiver of the right to do so thereafter.
19. **EFFECT AND DURATION OF COVENANTS SEVENTEEN THROUGH NINETEEN.** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them forever, or until such time the City of Salina accepts a deed of dedication for all storm water storage and detention ponds and the City of Salina accepts the full responsibility for the maintenance thereof, then at such time of the acceptance of dedication, covenants SEVENTEEN THROUGH NINETEEN shall be null and void.

20. SEVERABILITY. Invalidation of any one of the provisions of this instrument by judgment or court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS this 23 day of April, 2007.

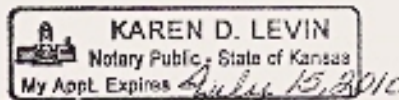
  
David A. Tillberg  
  
Karla K. Tillberg

  
Michael P. Murray  
  
Cheryl T. Murray


STATE OF KANSAS

COUNTY OF SALINE

This instrument was acknowledged to me on April 23, 2007 by David A. Tillberg and Karla K. Tillberg.



Notary Public in and for  
The State of Kansas

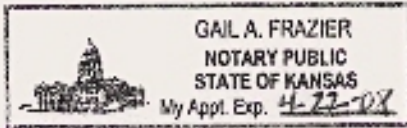
  
Printed Name of Notary Public



STATE OF KANSAS

COUNTY OF SALINE

This instrument was acknowledged to me on ~~April~~ <sup>May</sup> 5, 2007 by Michael P. Murray and Cheryl T. Murray.



Gail A. Frazier  
Notary Public in and for  
the State of Kansas

Gail A. Frazier  
Printed Name of Notary Public