

DECLARATION OF PROTECTIVE COVENANTS
FOR TATARRAX HILLS
RILEY COUNTY, KANSAS

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION
OF PROTECTIVE COVENANTS

THIS DECLARATION, made on the date hereinafter set forth by Tatarrax, Inc., a Kansas corporation, the developer and contract purchaser of record, hereinafter referred to as "Declarant", and S.M. Samarra, owner and Seller of record, hereinafter referred to as Seller.

WITNESSETH:

WHEREAS, Declarant and Seller are the owners or have under contract all of that property within the subdivision named Tatarrax Hills, located in the County of Riley, State of Kansas and is more particularly described as follows:

A tract of land located in the Southeast Quarter of Section 35, Township 9 South, Range 7 East of the 6th P.M. in Riley County, Kansas more particularly described as follows:

Beginning at a point on the west line of the Southeast Quarter corner of Section 35, being 825.00 feet N. 0°30'06" E. from the South Quarter corner of said Section 35, thence N. 0°30'06" E. along the west line of the Southeast Quarter, a distance of 1820.46 feet to the Center Quarter corner of Section 35, thence N. 89°14'00" E. along the center section line, a distance of 1590.00 feet, thence S. 0°39'13" E., a distance of 1327.51 feet, thence N. 89°24'52" E., a distance of 12.48', thence S. 0°13'17" E., a distance of 1327.61 feet to the intersection of the south line of Section 35, thence S. 89°35'30" W. a distance of 1053.81 feet, thence N. 0°30'06" E. a distance of 825.00 feet, thence S. 89°35'30" W. a distance of 792.00 feet to the point of beginning a tract of land containing 83.58 acres.

The real property (and each lot contained therein), heretofore described, is and shall be held, sold, and conveyed subject to the conditions, covenants, restrictions, reservations, and easements as set forth within this declaration--and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

This Declaration of Protective Covenants, its restrictions, terms and conditions are assumed, adopted, and agreed upon by the purchaser of any building lot situated in the registered plat of which these covenants are a part of and shall be effective at the time a lot is purchased.

ARTICLE II

GENERAL PURPOSES AND OBJECTIVES

The real property and the purchaser of each lot contained therein described in Article I hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared. The objectives of these covenants are to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural condition and qualities of such property; to prevent the construction of substandard, or unsuitable improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and maintain the subdivision in a visually attractive manner and appearance for the mutual benefit and protection of all the owners of lots in the subdivision.

ARTICLE III

DEFINITIONS

As used herein the following words and terms shall have the following meanings:

"Declarant" shall mean and refer to Tatarrax, Inc., being purchaser of record and developer of the land parcel described heretofore as Tatarrax Hills Subdivision and the grantor of building lots contained within the Subdivision.

"Subdivision" or "Properties" shall mean and refer to the land parcel described heretofore as Tatarrax Hills Subdivision in total or in part.

"Lot" shall mean and refer to each parcel of land delineated and numbered on the heretofore described and recorded plat within the Tatarrax Hills Subdivision, Phase I and encompassing subsequent Phases II and III respectively, excepting the commons area and lots not intended for single family residential use; including, but not limited to, lots 68, 69 and 70, and to such other "lots" that may become subject to the jurisdiction of the Association.

The "Owner" shall mean and refer to the "owner of record," his successors or assigns, whether one or more persons or entities, of the simple fee title to any Lot which is part of the Tatarrax Hills Subdivision. Owners include contract sellers, but exclude those having such interest merely as security for the performance of an obligation.

The "Common Area" shall mean and refer to that plat of land delineated and so designated on the heretofore described and recorded plat within the Tatarrax Hills Subdivision, Phase I and encompassing subsequent Phases II and III respectively to be owned and maintained by the Home Owners Association for the common use and enjoyment of all property Owners. The "Common Area" is to be owned by the Association at the conveyance of the last lot in each respective Phase.

The "Association" shall mean and refer to the Tatarrax Hills Home Owners Association, its successors or assigns. The Association shall be a nonprofit corporation organized under the laws of the State of Kansas and governed by the Bylaws hereinafter defined, whose major purpose is to manage and maintain collective common areas; common facilities; community services; streets and utilities, if so designated by Riley County and/or Manhattan Township; and enforce the covenants, conditions, restrictions and easements set forth in this Declaration. Any Owner of property within the Subdivision shall become a member automatically and immediately upon receiving title to any Lot.

The "Architectural Control Committee" shall mean and refer to a standing committee established by the Association per the Bylaws to review and approve improvement plans to be undertaken on any Lot within the Subdivision.

The "Utilities District" shall mean and refer to Tatarrax Hills Sewer and Water District, a nonprofit utilities district, initiated by and under the authority of the Riley County Board of Commissioners, established to provide the Subdivision with water and sewer services. The Riley County Board of Commissioners has the authority to designate operation and maintenance of the Utilities District and to set and revise rates as necessary.

The "Tatarrax Hills Water/Sewer Advisory Board" shall mean and refer to the appointed board established by the Board of Directors under the Association's Bylaws to execute policies and decisions regarding all matters and affairs of consumer interest within the Tatarrax Hills Sewer and Water Districts. All negotiations and agreements undertaken by the Advisory Board shall be subject to the review, supervision, and regulation as shall be deemed appropriate and approved by the Riley County Board of County Commissioners.

The "Board of Directors" shall mean and refer to the elected board established by the Association under its Bylaws to execute policies

and decisions of the membership, prosecute the Association's objectives and exercise the supervision, control and direction of the Association, and to carry out those other duties and responsibilities as provided for in the Bylaws.

The "Bylaws" of the Association shall mean and refer to the Bylaws duly adopted by the Association which shall govern such affairs of the Association such as membership, fees and dues, assessments, meetings, officers, elections, committees, mail vote, amendments, liabilities, funds and dissolution which are hereby incorporated in these protective covenants by reference and adopted and made as part hereof.

A "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

ARTICLE IV

RIGHTS OF USAGE

Owners' Easements of Enjoyment. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility located within the Common Area;

(b) The Association shall have the right to suspend the voting rights and right to use by the Owner such Common Area and facilities for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty days for any infraction of its published rules and regulations;

(c) The Association shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for scenic or recreational purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument authorized, signed by three-quarters (75%) of all members agreeing to such dedication or transfer, has been recorded.

Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Easement.

(a) An easement is hereby created in favor of the Association, permitting it to enter upon any Lot for the purpose of performing its powers and duties as delineated herein, and in its Articles of Incorporation and Bylaws. The right established in this paragraph shall be exercised in a reasonable manner.

(b) All easements and rights established in this Article IV shall run with the land, and unless in gross, inure to the benefit of and be binding upon the Owners of all Lots and Living Units in the properties and additions thereto, whether or not such easements are mentioned or described in any deed of conveyance, and upon their successors, heirs and assigns.

ARTICLE V

CREATION OF ASSOCIATION OF HOMEOWNERS

An association of homeowners shall be created as a corporate body and an association NOT FOR PROFIT under the laws of Kansas and named, "The Tatarrax Hills Homeowners Association". The Association shall adopt Bylaws which are hereby made a part of these protective covenants by reference and are hereby incorporated herein.

ARTICLE VI

ASSOCIATION MEMBERSHIP

Every Owner of a Lot shall be a member of the Association. Membership shall be mandatory and irrevocable and may not be separated from ownership of any Lot.

Membership in the Association shall provide protective rights and privileges for the Owner but shall also carry corresponding responsibilities, duties, and liabilities as outlined in these covenants and as shall otherwise be lawfully imposed by the Association.

The Association shall have two classes of voting membership:

Class A. The Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to four (4) votes for each Lot owned both recorded and proposed per the Tatarrrax Hills Master Plan. The Class B membership as to each particular Lot shall cease and be converted to Class A membership upon the sale of each Lot owned by the Declarant, contained in Phases I, II, and III on file with Planning and Zoning Administrator, Riley County, Kansas.

ARTICLE VII

ASSOCIATION RESPONSIBILITIES

The Association will assume, but not be limited to, the following basic responsibilities and provide the following common services required within the Subdivision for the general use and benefit of all Lot Owners:

- (1) General Lawn and Plant Material maintenance, including keeping the area free from debris and litter, in all Common Areas, necessary to insure a good visual appearance throughout the Subdivision.
- (2) General maintenance and upkeep of common community facilities including recreation facilities, structures, lighting, play areas, path systems, etc., of such facilities constructed by Declarant, and any other common facilities the membership so elects to construct.
- (3) Retain services of a qualified and certified agent to operate, maintain, keep records, and collect usage fees due within the Utilities District encompassing, but not limited to, water, sewage, and trash removal services as, when, and if so designated by and in accordance with, policy determined by the Riley County Board of Commissioners.
- (4) General street maintenance, repair, snow removal, and traffic control supplemental to street maintenance provided by Manhattan Township and/or Riley County.
- (5) Enforcement of conditions, covenants, restrictions, reservations, and easements as set forth within this declaration and Association directives and procedures as may be determined by the membership and/or the Board of Directors.
- (6) Review and approval of all construction plans, including but not limited to structural considerations, architectural treatment, and major landscape improvements as set forth within this declaration by the Architectural Control Committee.

(7) Keep Association records, policies, financial records, collect and disperse funds, notify membership as necessary, employ staff, and other managerial responsibilities incidental and necessary to Association operations.

(8) The Association shall establish reasonable directives, rules, and regulations as are determined to be necessary and appropriate to carry out and enforce the objectives of the Association and the protective covenants contained herein which shall become a part of these protective covenants by reference and are hereby incorporated herein.

(9) Obtain and provide public liability, casualty, and other insurance deemed necessary by the Association for the common community areas, as more specifically set forth herein in Article IX.

ARTICLE VIII

ASSOCIATION ASSESSMENTS

Purposes. Assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Areas and facilities within the Subdivision and to promote the general recreation, health and safety, and welfare of the Owners.

Obligations and Lien. The Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is obligated and agrees to pay to the Association (a) annual assessments or charges, and (b) special assessments under such terms and conditions as are herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees and costs of collection, shall be a charge on the Owner's land and shall be a continuing lien upon the property against which each such assessment is made until paid. Each unpaid assessment, associated expense, and obligation shall pass with the land to successor Owner in title and shall continue to be a charge against the land until paid. Further, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The association shall, upon request, and for a reasonable charge, furnish a certificate signed by the treasurer of the Association setting forth the assessments owed to date on a specified Lot.

Delinquent Obligations. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) per cent per annum. The Association may bring an action at law or equity against the Owner personally obligated to pay the assessment, or foreclose the lien against the property. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non use of the Common Area or abandonment of his Lot.

Collections. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Annual assessments shall commence on all Lots sold for occupancy on the first day of the month following such sale and shall be due the first day of every month thereafter. The annual assessment period shall run from January 1 to December 31. The treasurer shall immediately notify each Owner in writing of any increase in the annual assessments. Unsold Lots owned by the Declarant shall not be subject to annual assessments; however, the Declarant shall maintain all unsold Lots in such a manner as not to detract from the visual appearance of the Subdivision. It is further understood the Declarant shall maintain common Areas until such time as the Association can financially assume such responsibilities.

Maximum Assessments. The maximum annual assessment of an Owner until January 1, 1982, shall not be in excess of Ninety Dollars (\$90.00) per Lot, or Seven Dollars and Fifty Cents (\$7.50) per month, for such ordinary expenditures as maintenance of Common Areas and facilities, supplemental street maintenance and snow removal, supervision and management, and similar expenses and services as authorized by the membership and/or the Board of Directors. After January 1, 1982, the annual assessment (dues) shall not be increased by more than seven per cent (7%) of the previous year's assessment for any calendar year except by a two-thirds (66%) vote of concurrence and approval of those members present at the annual membership meeting of the Association.

Special Assessments. Special annual assessments may be authorized and levied as special dues for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction, repair, maintenance, or the replacement of a capital improvement. Special assessments shall only be authorized by a two-thirds (66%) vote of concurrence and approval of those members present at the annual membership meeting of the Association.

Increases. The Board of Directors shall give written notice to all Owners and members of any meeting called for the purpose of considering or acting upon a proposal to increase the annual assessment in excess of seven per cent (7%), or to consider or act upon a proposal for a special assessment. The notice shall be mailed to all members not less than ten days in advance of the meeting, and shall specify the time, date, and place of the meeting, the nature of the increase in the assessment, and the reason(s) therefore. The Board of Directors is authorized to increase an annual assessment after January 1, 1982, by seven per cent (7%) (or less) per annum; but, shall first give reasonable notice of its intentions to do so to all members and shall hold a hearing to provide Owners and members an opportunity to express themselves on the subject. Increase in the annual assessment in excess of seven per cent (7%) or of a special assessment may be approved by mail ballot when affirmative votes are received and signed by sixty-six per cent (66%) of all members of the Association after such ballot has been completed. The mail ballot is to authorize such an assessment in lieu of those

procedures to be followed at a meeting of the membership. No assessment shall be levied or authorized before the calendar year in which the assessment is authorized. Two thirds (2/3) of the Board of Directors shall concur with any proposal for a special assessment or to increase the annual assessment in excess of seven per cent (7%) before the proposal is submitted to the Association membership for its action.

ARTICLE IX

INSURANCE

Liability Insurance. The Association may obtain public liability insurance covering all of the common community facilities, insuring the Association and the Owners, as its and their interests may appear, in such amounts as the Association may from time to time determine. Premiums for the payment of such liability insurance for the common community facilities shall be chargeable as a general maintenance cost to be assessed equally against and paid by each of the Owners of Lots as provided herein.

Loss Payable Provisions. All liability insurance policies purchased by the Association shall be for the benefit of the Association, the Owners of Lots, and the Mortgagees of the Lots and Living Units, as their interests may appear.

ARTICLE X

UTILITY DISTRICT FORMATION AND RATES

The Riley County Board of Commissioners has formed a utility district to provide the Subdivision with water and sewer service; and, under County authority will retain a qualified and certified agent to operate and maintain the utility facilities. The Riley County Board of Commissioners may, at its discretion, delegate authority to the Association to retain a certified agent to operate and maintain the utility facilities at a future date. Riley County will retain ownership of all sewer and water facilities.

The Riley County Board of Commissioners may, at its discretion, make appointments to the Tatarax Hills Water/Sewer Advisory Board from the Association's membership in the event the Board of Directors has failed within sixty (60) days of a vacancy occurring on the Advisory Board, to make an appointment to fill that vacancy.

Utility fees for sewer service, water service, and trash removal service shall be billed regularly on a usage basis separate and distinct from Association dues.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE

Architectural consideration and preservation of natural amenities are major planning objectives in the development of Tattarrax Hills Subdivision. The items outlined herein are not intended to be unduly restrictive or inflexible, but rather to be used as minimum standards to attain and maintain a desirable level of consistency and quality in community appearance and generally maintain property values throughout the Subdivision.

The Association shall have a standing committee to be named The Architectural Control Committee to be elected by the Association to review and implement the requirements of this section.

Membership. The Standing Committee shall have a minimum of three (3) members and a maximum of five (5) members, and shall serve at the discretion of the Association. The Architectural Control Committee shall be initially composed of Lawrence A. Schmid, 2804 Brad Lane, Manhattan, Kansas; Richard A. Fornelli, 3015 Tumbleweed Terrace, Manhattan, Kansas; and Lawrence N. Langemeir, 3052 Conrow Drive, Manhattan, Kansas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the Association shall have full authority to elect a successor. Neither the members of the Committee, nor its designated Representative, shall be entitled to any compensation for services performed pursuant to this covenant. After ten years from the date that these covenants are recorded, a majority of the Association members shall have the power through a duly recorded instrument to withdraw from the Committee or to restore to it any of its powers and duties or to disband the Committee. In the event that the Association members shall fail to so act, the Committee's covenant shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of Lots has been recorded, agreeing to change such covenants in whole or in part.

Plans Approval. No building, structure, or improvement including, but not limited to site preparation, excavation, grading, walls, fences, etc., shall be commenced, constructed, or maintained on any Lot, nor shall any exterior addition, change, or alteration thereto be made until proposed improvement plans have been submitted and approved in writing by the Architectural Control Committee. Generally, improvement plans will include, but not be limited to:

- (1) A site plan indicating property lines, location of proposed structure and/or site improvements.
- (2) A floor plan(s) indicating wall lines, and overall structure dimensions.

(3) Exterior, street facing elevation indicating architectural treatment, roof line, window and door openings, exterior materials and colors, and proposed ground line.

All improvements shall be constructed and maintained in accordance with approved plans. The Architectural Control Committee shall use its discretion and reasonable judgment in evaluating and passing upon all such plans, and shall not be liable to any person for its actions in connection with submitted plans and specifications.

The Architectural Control Committee shall act upon the plans and specifications submitted within five (5) working days after receipt of all first time construction and within thirty (30) days for homeowner revisions and additions. If no action is taken by the Committee within the specified periods, the plans shall be deemed approved. Should the Committee reject a plan or request for changes and the plans are resubmitted, the Committee shall have ten (10) days upon which to act on the resubmitted plans.

The Architectural Control Committee will make every effort to decrease the time limitations prescribed herein if requested. Approval of plans require two-thirds (66%) affirmative vote of the membership of the Architectural Control Committee.

Other Requirements. Approval of plans by the Association in no way abates or deletes compliance with or securement of any approvals, permits, codes, or ordinances which may be required by Riley County, now or in the future.

ARTICLE XII

BUILDING RESTRICTIONS

Land Use and Building Type. No Lot shall be used nor building erected for purposes other than as a single family residential dwelling. No modular or mobile home shall be permitted. No residential Lot shall be used for commercial or business purposes whatsoever except as delineated on the filed plat.

Approval of Construction Plans. No structure or major improvement shall be commenced on any Lot until: (1) approved compliance with provisions specified herein under "Architectural Control Committee," (2) compliance with all Riley County ordinances and regulations, and (3) necessary permits have been issued by Riley County.

All Electric Subdivision Requirements. All dwelling structures within the Subdivision shall be powered and primarily heated by (1) electric, or (2) solar means per Kansas Power and Light Company requirements for

all-electric subdivision. Fuel oil, LP gas, or natural gas heating sources shall not be allowed.

Exterior Materials and Colors. Exterior surfaces should be of natural appearing materials and colors that blend and are compatible with the natural landscape and adjacent homes. Earth tone colors are recommended. Metal exterior surfaces shall be disallowed.

Set Back Requirements. All structures shall maintain a minimum front set back distance of twenty-five (25) feet to the eave line from the street ROW/property line and a minimum of ten (10) feet to the eave line from all other property lines. A variety in set back distances and first floor elevation from Lot to Lot is encouraged.

Minimum Floor Area/Building Height. All dwelling structures within the Subdivision shall not be less than 1500 square feet of floor area on the ground floor of the main structure exclusive of garage, basement, porches, and decks. The total square feet area for any dwelling containing more than one story shall be not less than 1800 square feet. The maximum height of any dwelling structure shall be two (2) stories measured on the side of said building that fronts on the required street frontage.

Garage and On-site Parking Requirements. Each dwelling structure shall include at minimum a two car garage and two (2) exterior on-site parking spaces of 200 square feet per space included within the driveways. All on-site parking space shall be located entirely within Lot property boundaries.

Construction Time Limitations. The major intent in the conveyance and selling of Lots within the Subdivision is to encourage the construction of single-family dwelling units thereon. All construction, improvements, alterations, et cetera, commenced shall be pursued diligently to completion within nine (9) months of the starting date. A vacant Lot will in no way exempt the Lot Owner from Association assessments or minimum utility charges beyond the first year of ownership, or maintenance obligations to insure visual quality of the Subdivision from the date of conveyance. The Board of Directors may assess and levy a reasonable charge against an Owner for failure to comply with the requirements of this paragraph with the concurrence of all members of the Board.

Landscaping. All ground surfaces disturbed by construction activities shall be promptly graded and seeded to insure positive drainage, to conform and blend with the existing ground surface, and limit soil erosion.

Underground Utilities. All utilities shall be underground including, but not limited to, electric, telephone, and cable TV conductor lines. No overhead wiring or supporting poles of any kind shall be allowed.

Street Lighting/Mail Boxes/Street Signs. In order to establish a degree of visual continuity throughout the Subdivision, Tatarrax, Inc. will (1) furnish and install a mailbox of like design and color per United States Postal Service Regulations, (2) design and install street lighting and street signs, the cost to be included in the purchase price of the lot. The Association shall assume responsibility for street lighting and signage maintenance, including replacement of defective or burned-out light bulbs of the light fixtures.

Construction Quality. All construction shall meet current standards set forth in (1) the national uniform building code by International Conference of Building Officials with modifications as determined by the Architectural Control Committee and (2) building codes and regulations set forth by Riley County, Kansas.

Construction Activities. Construction operation, the storage of materials and the use of construction equipment should be confined to the Owner's Lot. Owners and/or contractors will not disturb, damage, or trespass on other Lots or Common Areas without written approval. Any damage which might occur due to construction operations shall be restored and repaired at the offender's expense.

Trash and debris shall be removed from each construction site on a weekly basis. Lightweight material, packaging, and other items shall be weighted down to prevent wind from blowing such materials off the construction site. Mud and debris resulting from activity on the construction site shall be promptly removed from adjoining Lots, public roads, and common open space. Every effort shall be made to preserve topsoil during construction activities and redistribute topsoil over disturbed ground surface areas at the conclusion of grading activities. Topsoil shall not be removed from any Lot or Common Area without written approval of the Association.

Waiver of Building Restrictions. The intent of the foregoing building restrictions are set forth as standards to encourage quality construction and quality visual appearance throughout the Subdivision. Upon application, any of the included restrictions or conditions may be waived on a case by case basis by the Architectural Control Committee or the Board of Directors if such revisions or variances are determined to be with good cause and/or in the best interests of the Subdivision.

ARTICLE XIII

GENERAL COVENANTS AND RESTRICTIONS

Driveway Parking. No wrecked, decrepit, unserviceable or unused vehicles shall be parked on driveways or lawn areas; nor shall said driveway or lawn area be used to make major repairs on automobiles or other

vehicles. The parking of trucks above the one-ton category or construction equipment in driveways or on streets on a continuing basis shall be prohibited.

Street Parking. Temporary Parking shall be allowed on public streets for visitors and guests only. Permanent parking on streets shall be prohibited. No temporary street parking shall be allowed during and twenty-four (24) hours after snowfall in excess of one (1) inch.

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

Household Pets. Owners may keep normal household pets provided they do not constitute a nuisance, a danger, or visual distraction to adjoining Lot Owners or the Subdivision as a whole. Unattended pets shall not be allowed beyond the Owner's property. Outside pens, kennels, or structures for the keeping of pets shall be architecturally compatible and immediately attached to the dwelling structure, shall have a non-permeable floor surface such as concrete or asphalt, and completely screened from the view of adjacent neighbors. All construction of outside enclosures for household pets shall be approved by the Architectural Control Committee. Household pets, in terms of noise, odor, and view should be the problem of the Owner rather than adjacent neighbors.

Clothes Drying. Outside clothes drying shall be allowed on a temporary basis only with all lines and drying devices removed when not in use.

Gardens. Garden plots are allowed and encouraged; however, garden plots shall not be permitted in front lawn areas. Garden plots are defined generally as plots for the raising of vegetables and do not include flower borders, landscape planting beds, or minor landscape improvements.

Trash Storage. Trash shall be stored in metal or plastic, leak-proof covered containers. Trash containers shall be stored within the garage or an enclosed, screened area immediately attached to the dwelling structure and available for removal on designated pickup days. Burning of trash, grass, weeds, et cetera, is prohibited.

Easements. Owners grant agents and employees of the Association, the Sewer and Water Utility District Authority, and various utility companies serving the Subdivision, including, but not limited to, Kansas Power and Light Company, Southwestern Bell Telephone Company, and Cable television company an easement and access across their entire Lot, exclusive of dwelling area, for the installation, repair, and maintenance of utilities, drainage, reading of meters, trash pickup, and exterior

upkeep or dilapidated, unimproved properties and improvements thereon. The Owner also grants the Sewer and Water Utility District Authority reasonable access, with reasonable prior notice, to the water meter located within the dwelling structure to verify the exterior remote readout meter reading, and/or to replace a defective water meter as required.

Air Conditioning Units. Only central air conditioner systems shall be permitted. Window or wall-mounted air conditioners will not be allowed without approval of the Architectural Control Committee.

Signs. No signs of any kind shall be displayed on any Lot or Common Area except temporary signs, five (5) feet or less in area, advertising property for sale or rent, or signs used by Declarant to advertise the property during the construction and sales period.

Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Existing Trees. No tree or plant material whatsoever existing in the Common Area shall be cut, trimmed, removed, or otherwise damaged without written approval by the Association.

Nuisance Activities/Fire Arms. No noxious or offensive activity shall be carried on within the Subdivision which will constitute a public nuisance. No property shall be used as a dumping ground for refuse, trash, garbage, debris or other waste, with all properties to be maintained in a sanitary condition. Outdoor burning of any kind shall be prohibited within the Subdivision unless approved by the Association. No firearms shall be discharged within the Subdivision.

ARTICLE XIV

GENERAL PROVISIONS

Violation of Covenants. Whenever an act or omission, an improvement or condition is determined to be in violation of the covenants or restrictions herein by the Board of Directors, the Board of Directors shall give written notice of the violation of these protective covenants or of any rule, regulation, or directive enforceable under these covenants

to the Owner who is in violation specifying the nature of the violation and the remedy necessary to correct the violation. If corrective action is not taken and completed by the Owner within a reasonable time, the Board of Directors or its agent may enter upon the Owner's property and do whatever is necessary and proper to correct the violation at the Owner's expense; and the owner grants the Board of Directors or its agents an easement to enter upon or in the Owner's property and make such corrections. Costs and expenses necessary to correct violations shall become a debt of the Owner to the Association and may become a lien (in accordance with K.S.A. 60-1101) upon the Lot of the Owner, enforceable as a lien upon recordation of the debt and lien in accordance with Kansas lien law. The Board of Directors may promulgate rules and procedures to fairly and reasonably process and handle violators and violations.

Enforcement. The Board of Directors shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or delay by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability. Invalidity of any one of these covenants or restrictions or part thereof by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Term of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless otherwise amended as provided herein.

Amendment. The Declaration may be changed or amended by the Declarant until the last Lot is conveyed or by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners including the total aggregate of both Class A and Class B membership. An amendment must be filed and recorded at the Office of the Register of Deeds, Riley County, Kansas, to be in force.

Annexation. Additional property and Common Area may be annexed to the Subdivision beyond that described heretofore with the consent and approval of sixty-six per cent (66%) of the Lot Owners, including the total aggregate of both Class A and Class B membership. Any annexation must be filed and recorded at the Office of the Register of Deeds, Riley County, Kansas, to be in force. It is understood the Declarant shall be allowed to include Phases I, II, and III, Tatarraz Hills Subdivision without the consent of the membership.

Township, County, or State Regulations. Where township, county, or state regulations, codes, ordinances, or laws are applicable and more restrictive than these covenants and restrictions, they shall supersede the provisions herein.

No. 61.

RILEY COUNTY
KANSAS

Amendment Number 1
to the Protective Covenants
for TATARRAX HILLS
Riley County, Kansas

The following changes, additions, and/or deletions are hereby made a part of the Protective Covenants for Tatarrax Hills in the County of Riley, Kansas. With reference to ARTICLE XII, BUILDING RESTRICTIONS, page 11, third paragraph, the requirement:

"All Electric Subdivision Requirements. All dwelling structures within the Subdivision shall be powered and primarily heated by (1) electric, (2) solar means per Kansas Power and Light Company requirements for all-electric subdivision. Fuel oil, LP gas, or natural gas heating sources shall not be allowed."

is amended to read:

"Subdivision Energy Requirements. All dwelling structures within the Subdivision shall be powered and primarily heated by (1) electric, (2) solar, or (3) natural gas means per Kansas Power and Light Company requirements for residential subdivisions. Fuel oil, LP gas, or coal heating sources shall not be allowed."

IN WITNESS WHEREOF, Tatarrax, Inc., the Declarant here, has caused its corporate seal to be hereto affixed, and attested by its secretary and these presents to be signed by its president, this 15 day of September, 1980.

LICENSED
ABSTRACTERS
BONDED

(seal)

TATARRAX, INC., DECLARANT AND
PURCHASER OF RECORD
By Richard A. Fornelli, President

ATTEST:
Lawrence A. Schmid,
Secretary

S.M. SAMARRAI, OWNER AND SELLER
OF RECORD
By S. M. Samarrai

ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF POTTER, ss:
BE IT REMEMBERED that on this 15th day of September, 1980, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard A. Fornelli, president of Tatarrax, Inc., Lawrence A. Schmid, secretary of said corporation, and S. M. Samarrai, owner of record, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and said Richard A. Fornelli, as president of said corporation, duly acknowledged the execution of the same to be the act of the corporation; and Lawrence A. Schmid, secretary of said corporation, duly acknowledged the attestation of the same for and on behalf of said corporation, and he affixed thereto the seal of the corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

CHARLSON
and
WILSON

(seal)

Phyllis R. Ball
Notary Public

My Appointment Expires: April 11, 1982.

CERTIFICATE OF APPROVAL
OF THE RILEY COUNTY COMMISSION

The foregoing Amendment Number 1 to the Declaration of Protective Covenants for Tatarrax Hills, Riley County, Kansas which shall be duly recorded with the Register of Deeds, Riley County, Kansas, and shall become a part of the original plat of Tatarrax Hills, Phase I, II, and III (consisting of _____ pages of covenants and restrictions) is hereby approved by the County Commission this 15th day of September, 1980.

Marjorie J. Morse
Chairman, Riley County Commission
Rosalys M. Rieger, Member,
Riley County Commission
Darrell Westervelt, Member,
Riley County Commission

A true copy.
Filed for record September 16,
1980 at 1:45 P.M.
Attest: Roxie Blankenhagen, Register
of Deeds. -64-
Recorded in Book 429, page 294.

Amendment Number 2
to the Protective Covenants
for TATARRAX HILLS
Riley County, Kansas

The following changes, additions, and/or deletions are hereby made a part of the Protective Covenants for Tatarrax Hills in the County of Riley, Kansas.

With reference to Article VIII, ASSOCIATION ASSESSMENTS, page 7, second paragraph is amended as follows:

"Obligations and Lien. The Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is obligated and agrees to pay to the Association annual assessments or charges and special assessments under such terms as are herein provided. The Association annual and/or special assessments shall not begin nor become due and payable on any Lot until a Living Unit has been constructed on the Lot and occupied as a residence. Once a Living Unit has been occupied as a residence, the Association annual and special assessments shall continue to be due and payable as an obligation against the Lot and owner regardless of whether or not the Living Unit remains occupied. Lots number 69 and 70 shall not be charged any such annual or special assessments by the Association while said Lots are being used for public purposes or the common need of the Subdivision. The annual and special assessments, together with interest, costs, and reasonable attorney's fees and costs of collection, shall be a charge on the Owner's land and shall be a continuing lien upon the property against which each such assessment is made until paid. Each unpaid assessment, associated expense, and obligation shall pass with the land to successor Owner in title and shall continue to be a charge against the land until paid. Further, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon request, and for a reasonable charge, furnish a certificate signed by the treasurer of the Association setting forth the assessments owed to date on a specified Lot."

With reference to Article VIII, ASSOCIATION ASSESSMENTS, page 8, first paragraph is amended as follows:

"Collections. Both annual and special assessments must be fixed at a uniform rate for all Lots so obligated and may be collected on a monthly installment basis. Annual assessments shall first become due

on the first day of the month following the month in which a Living Unit is first occupied. The annual assessment period shall run from January 1 through December 31 and shall be prorated during the first year of obligation based on the number of months the assessment is due and owing. The treasurer shall immediately notify each Owner in writing of any increase in the annual assessments. Unsold Lots owned by the Declarant shall not be subject to annual assessments; however, the Declarant shall maintain all unsold Lots in such a manner as not to detract from the visual appearance of the Subdivision. It is further understood the Declarant shall maintain common Areas until such time as the Association can financially assume such responsibilities."

This amendment shall become effective as of the date of filing with the Register of Deeds of Riley County, Kansas.

This amendment is approved by the Declarant, Tatarrax, Inc., and by Lot owners whose executed approval is attached hereto.

STATE OF KANSAS

SS

COUNTY OF POTTAWATOMIE

Richard A. Fornelli and Lawrence A. Schmid, of lawful age, being first duly sworn, state that they are the President and Secretary, respectively, of Tatarrax, Inc., Declarant in the Declaration of Protective Covenants for Tatarrax Hills, and that the above amendment is authorized and approved by Tatarrax, Inc. Dated this 17th day of June, 1985.



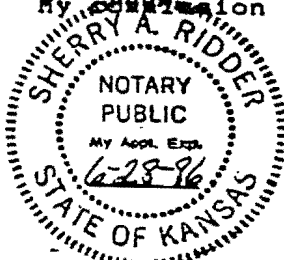
Richard A. Fornelli

Richard A. Fornelli, President

Lawrence A. Schmid
Lawrence A. Schmid, Secretary

Subscribed and sworn to before me this 17th day of June, 1985.

My commission expires: June 28, 1986



Sherry A. Ridder
Notary Public