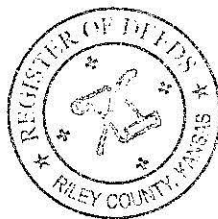




Riley County Scanning Label



1

Amy M. Manges
Register of Deeds
Riley County, Kansas
Book: 889 Page: 1199
Receipt #: 243137 Total Fees: \$395.00
Pages Recorded: 23
Date Recorded: 1/4/2022 8:45:07 AM

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
FOR TATARRAX HILLS
An addition to the City of Manhattan, Riley County, Kansas**

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION OF PROTECTIVE COVENANTS

The following hereby restates and amends the protective covenants for Tatarrax Hills, an addition to the City of Manhattan, Riley County, Kansas.

THIS DECLARATION was originally executed on February 11, 1980 and set forth by Tatarrax, Inc., a Kansas Corporation, the developer and contract purchaser of record, hereinafter referred as "Declarant", and S. M. Samarrai, owner and Seller of record, hereinafter referred as "Seller".

The Amendment applies to all lots and property within the original plat of Tatarrax Hills and subsequent subdivisions, including the following:

- Tatarrax Hills Addition to the City of Manhattan, Riley County, Kansas;
- Tatarrax Hills Unit 1, an addition the City of Manhattan, Riley County, Kansas;
- Tatarrax Hills Unit 2, an addition the City of Manhattan, Riley County, Kansas;
- Tatarrax Hills Unit 3, an addition the City of Manhattan, Riley County, Kansas;
- Tatarrax Hills Unit 5, an addition the City of Manhattan, Riley County, Kansas;
- Cochran Addition, an addition the City of Manhattan, Riley County, Kansas;
- Hawk Subdivision, an addition the City of Manhattan, Riley County, Kansas;
- Harahey Ridge Addition, an addition the City of Manhattan, Riley County, Kansas;

WITNESSETH:

WHEREAS, Declarant and Seller, as described above, were the owners or had 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:

1. 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 853.81 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.

2. Also a tract of land located in the Southwest Quarter of 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:

Commencing at the Southwest Corner of the Southwest Quarter of the Southeast Quarter; thence East 32 rods (N.89°35'30"E.528.0 feet); thence North 30 rods (N. 0°30'06"E. 495.0 feet) to the Point of Beginning; then N. 0°25'30"W. 330.0 feet to a point on the south line of Tatarax Hills Addition, Unit One; thence S.89°35'30"W.139.95 feet along the south line of said Tatarax Hills Addition, Unit One; thence S.3°11'00"E. 330.39 feet; thence N.89°35'30"E. 124.05 feet to the point of beginning, containing 1.00 acres. And

3. A tract of land located in the Southwest Quarter of 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 the Southwest Corner of said lot 50 of Tatarax Hills Unit 1; thence along the south line of said Lot 50 of Tatarax Hills Unit One

N89°35'30"E. 181.10 feet to the Southeast Corner of said Lot 50 of Tatarax Hills Unit One, being the Northwest Corner of the Kent Glasscock Tract as described on Page 164 of Book 450 at the Riley County Register of Deeds, also being the Northeast Corner of the Tom Hawk University Photography, Inc. tract as described on Page 163 of Book 450 at the Riley County Register of Deeds; thence along the west line of the said Glasscock Tract, being the east line of the said Tom Hawk University Photography, Inc. Tract

S.2°15'31"E. 160.06 feet; thence

S.89°35'30" W. 131.76 feet to the west line of the said Tom Hawk University Photography, Inc. tract. Being the east line of the E. Whitney tract as described on Page 615 of Book 281 at the Riley County Register of Deeds; thence along the west line of the said Tom Hawk University Photography, Inc. Tract, being the east line of the said Whitney Tract.

N.0°30'06"E. 135.00 feet to the south Corner of the Tom Hawk Tract, as described on Page 65 of Book 453 at the Riley County Register of Deeds; thence along the southeast line of the said Hawk tract N.66°36'00"W 61.92 feet to the point of beginning, containing 1.09 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.

This document amends and restates the Declaration of Protective Covenants for Tatarax Hills, Riley County, Kansas filed at Book 423, Page 684 through 700, Amendment Number 1 to the Protective Covenants filed at Book 429, Page 294, Amendment Number 2 to the Protective Covenants filed at Book 488, Page 98, and Amendment No. 3 to the Protective Covenants filed at Book 847, Page 6842, all filed in the Riley County Register of Deeds. Said Declaration of Protective Covenants is hereby amended and restated as follows.

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 of 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 property described above and includes any subsequent replats of portions thereof, and any additions thereto.

“Lot” shall mean and refer to each parcel of land delineated and numbered on the heretofore described and recorded plats within the Subdivision, Phase I and encompassing subsequent Phases II and III respectively, and to such other lots that may become subject to the jurisdiction of the Association, but excepting the Common Areas and lots not intended for single family residential use.

The “Owner” shall mean and refer to the “owner of record,” his or her successors or assigns, whether one or more persons or entities, of the simple fee title to any Lot which is part of the 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 plats within the Subdivision, Phase I and encompassing subsequent Phases II and III respectively which Common Areas are owned and maintained by the 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 Homeowners Association, Inc., 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; and enforce the covenants, conditions, restrictions and easements of the Subdivision. Any Owner of property within the Subdivision shall become a Member automatically and immediately upon receiving title to any Lot.

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, assessments, meetings, officers, elections, committees, voting, amendments, liabilities, funds and dissolution, consistent with the Declaration of Protective Covenants, and the Bylaws by reference, and adopted and made part hereof.

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 "Architectural Control Committee" shall mean and refer to a standing committee established by the Association under its Bylaws to review and approve improvement plans to be undertaken on any Lot within the Subdivision. Unless such a committee is appointed, the Board of Directors will serve as the Architectural Control Committee.

A "Living Unit" shall mean and refer to any building structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family. A structure shall become a "Living Unit" upon the issuance of a certificate of occupancy, and shall thereafter remain as such regardless of whether the structure continues to be occupied.

ARTICLE IV

RIGHTS OF USAGE

Section 4.1 Owners' Easements of Enjoyment. Every Owner shall have the 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 use by any Owner or their invitees of such Common Area and facilities for any period during which any assessment against his or her Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The Association may further suspend the voting rights of an Owner with respect to matters involving any assessments or fees for any period during which any assessment against his or her Lot remains unpaid;
- 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 of all Members agreeing to such dedication, transfer, has been recorded.

Section 4.2 Delegation of Use. Owners may delegate, in accordance with the Bylaws, the right of enjoyment to the Common Area and facilities to the members of their family, their tenants, or contract purchasers who reside on the property.

Section 4.3 Easement. 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 Tattarrax Hills Homeowners Association, Inc.". 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 the ownership of any Lot.

Section 6.1 Rights and Responsibilities. 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.

Section 6.2 Voting. The Association shall have two (2) 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 (1) 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 Tattarrax 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 landscape maintenance, including keeping the area free from debris and litter, in all Common Areas, necessary to ensure 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., and any other common facilities the membership so elects to construct.
3. Enforcement of conditions, covenants, restrictions, reservations, and easements as set forth within this Declaration of Protective Covenants and Association directives and procedures as may be determined by the membership and/or the Board of Directors.
4. Review and approval of all constructions plans, including, but not limited to, structural considerations, architectural treatment, and major landscape improvements as set forth within this Declaration or Protection of Covenants by the Architectural Control Committee.

5. 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.
6. Consistent with this Declaration of Protective Covenants, establish reasonable directives, rules and regulations as are determined to be necessary and appropriate to carry out and enforce the objectives of the Association.
7. 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.
8. All actions taken by the Board of Directors or Architectural Control Committee shall be communicated to the membership in a timely manner.

ARTICLE VIII

ASSOCIATION ASSESSMENTS

Section 8.1 Purposes. Assessments levied by the Association shall be used for the improvement and maintenance of the Common Areas and facilities within the Subdivision, any easements granted to the Association, and to promote the general recreation, health and safety, welfare, and interests of the Owners.

Section 8.2 Obligations and Lien. The Owner of any Lot containing a Living Unit, 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 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 a certificate of occupancy has been issued. Once a certificate of occupancy has been issued, 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. The annual and special assessments, together with interest, costs, and reasonable attorney's fees and costs of collections, 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.

Section 8.3 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 percent (15%) 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 or her Lot. The Association may further suspend an Owner's right to vote on issues of assessments and fees for any period during which any assessment against his or her Lot remains unpaid.

Section 8.4 Collections. Both annual and special assessment must be fixed at a uniform rate for all Lots so obligated. Annual assessments shall first become due on the first day of the month following the month in which a certificate of occupancy has been issued for the Living Unit. Lots with living units initially established having obtained an occupancy permit will have the annual assessments prorated based upon the date of issuance of the certificate of occupancy and assessments will continue yearly thereafter. 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.

Section 8.5 Annual Assessments. The annual assessment is for such ordinary expenditures as maintenance of Common Areas and facilities, any easements granted to the Association, snow removal, supervision and management, insurance, and similar expenses and services as authorized by the membership and/or the Board of Directors. The annual assessment shall not be increased by more than seven percent (7%) of the previous year's assessment for any calendar year except by a two-thirds vote of concurrence and approval of those Members present at the annual membership meeting of the Association. Annual assessments may only be increased by more than seven percent (7%) at the annual membership meeting.

Section 8.6 Special Assessments. Special assessments may be authorized, and levied for the benefit of the Association and may include, but are not limited to, 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 vote of concurrence and approval of those Members present at the annual membership meeting of the Association or at a special meeting called for the purpose of approving the special assessment.

Section 8.7 Increases. The Board of Directors is authorized to increase the annual assessment by seven percent (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 Members an opportunity to express themselves on the subject.

(a) **Increases Greater Than Seven Percent (7%).** Two-thirds of the Board of Directors shall concur with any proposal for a special assessment or to increase the annual assessment in excess of seven percent (7%) before the proposal is submitted to the Association membership for its action. The Board of Directors shall give written notice to all Members of any meeting called for the purpose of considering or acting upon a proposal to increase the annual assessment in excess of seven percent (7%), or to consider or act upon a proposal for a special assessment.

(b) **Notices.** The notice shall be disseminated to all Members no less than ten (10) 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.

(c) **Voting without a Meeting.** In lieu of those voting procedures to be followed at a meeting of the membership, an increase in the annual assessment in excess of seven percent (7%), or of a special assessment, may be approved by mail, and/or electronic ballot when affirmative votes are received and signed by two-thirds of all Members of the Association after such ballot has been completed. No assessment shall be levied or authorized before the calendar year in which the assessment is authorized.

ARTICLE IX

INSURANCE

Section 9.1 Liability Insurance. The Association may obtain public liability insurance covering all 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. The Association may obtain Director and Officer insurance covering the Board of Directors in such amounts as the Association may from time to time determine.

Section 9.2 Loss Payable Provisions. All liability insurance policies purchased by the Association shall be for the benefit of the Association, the Owners of Lots, the Board of Directors, and the Mortgagees of the Lots and Living Units, as their interests may appear.

ARTICLE X

ARCHITECTURAL CONTROL

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

Section 10.1 Membership. Unless a separate committee is appointed, the Board of Directors will serve as the Architectural Control Committee.

Section 10.2 Plans Approval. No building, structure, or improvement including, but not limited to, site preparation, excavation, grading, walls, fences, roofing, driveways, solar panels, or major landscape improvements, 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, driveway(s) and/or site improvement.
2. A floor plan(s) indicating wall lines, overall structure dimensions and square footage on each level.
3. Exterior, street facing elevation indicating architectural treatment, roof line, window and door openings, exterior materials and colors, and proposed ground line.

(a) Plan Review. All improvement shall be constructed and maintained in accordance with the 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.

(b) Response Time. The Architectural Control Committee shall act upon the plans and specifications submitted within ten (10) working days after receipt of all required documents. 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.

(c) Committee Vote. Approval of plans requires a majority affirmative vote of the membership of the Committee.

(d) Appeals. Any Committee decision can be reconsidered if requested in writing within ten (10) days from the receipt of the Committee's decision. If, after additional detail and information is provided by the homeowner, the Committee's decision is not changed, the homeowner may request that a special meeting of the homeowners be convened (as provided for in the Bylaws Article III Sections 3.2-3.4) where they may present their appeal. A vote at the special meeting of three-quarters of those present, including any absentee ballots and proxies, shall stand as the decision for the appeal. The homeowner is advised to bring parties with knowledge of the project, such as their contractor or other professional, to provide more information about the project to the Committee.

Section 10.3 Landscaping. Landscaping should be consistent with the Association's founding principles of architectural consideration and preservation of natural amenities. Landscape projects, including but not limited to: renovation of fifty percent (50%) or more of property area; retaining walls; patios; decks; gazebos; pools; and removal of twenty-five percent (25%) of living trees five (5) inches in diameter or larger on the lot shall require approval prior to beginning the project. Owners are encouraged to consult with their neighbors prior to removing living trees.

Section 10.4 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 or the City of Manhattan, now or in the future.

ARTICLES XI

BUILDING RESTRICTIONS

Section 11.1 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. All homes must be built on-site; no existing structure or prefabricated homes may be moved in.

(a) Rentals. Short-term rentals such as AirBnB or VRBO are prohibited. Owners who will be absent from their homes for an extended period of time, such as for active military duty or sabbatical leave, may rent out their homes for the period until they return. An Owner who leases his or her home to any person shall be responsible for, and shall include in the lease or rental agreement, a provision that ensures compliance by his or her lessee with all of the provisions of this Declaration of Protective Covenants, and any applicable articles, bylaws, or rules, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his or her lessee thereof. Homeowners shall reside in their home for at least one year before renting their property to a tenant.

(b) Home Businesses. No residential Lot shall be used for commercial or business purposes whatsoever except as delineated on the filed plat or as a purely home-based business. An in-home or online business is allowed provided there is no visible indication in the neighborhood of its presence.

Section 11.2 Approval of Construction Plans. No structure, structural, or major improvement shall be commenced on any Lot until:

1. Approved compliance with provisions specified herein under "Architectural Control",
2. Compliance with all Riley County and City of Manhattan ordinances and regulations, and
3. Necessary permits have been issued by Riley County and the City of Manhattan.

Section 11.3 Subdivision Energy Requirements. All dwelling structures within the Subdivision shall be powered and primarily heated by (1) electric, (2) solar, (3) natural gas, or (4) geothermal per power company requirements for residential subdivisions. All solar panels must be attached to the home's roof structure and must blend with existing roof design and color. All solar detailed plans must be submitted to the Architectural Control Committee for approval. Fuel oil, LP gas, or coal heating sources shall not be allowed.

Section 11.4 Exterior Materials and Colors. Exterior surfaces, including roofing, should be of natural appearing materials and colors that blend with the natural landscape and adjacent homes. All exterior surface improvements are subject to the review and written approval by the Architectural Control Committee.

Section 11.5 Setback Requirements. All structures shall maintain a minimum front setback 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 setback distances and first floor elevation from Lot to Lot is encouraged.

Section 11.6 Minimum Floor Area/Building Height. All one-story 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.

Section 11.7 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 spaces shall be located entirely within Lot property boundaries.

Section 11.8 Driveways. Effective October 1, 2021, installation of any new driveway must be paved with concrete. Design and materials for additional parking areas as part of a Lot's landscaping must be approved by the Architectural Control Committee prior to installation.

Section 11.9 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 constructions, improvements, alterations, etc., commenced shall be pursued diligently to completion within nine (9) months of 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 ensure 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.

Section 11.10 Landscaping after Construction. All ground surfaces disturbed by construction activities shall be promptly graded, and seeded to ensure positive drainage, to conform and blend with the existing ground surface, and limit soil erosion.

Section 11.11 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.

Section 11.12 Street Lighting/Mailboxes. In order to establish a degree of visual continuity throughout the Subdivision, Lot Owners are urged to install a mailbox of like design and color and pursuant to United States Postal Service Regulations. The Association shall assume responsibility for street lighting and entrance sign maintenance, including replacement of defective or burned-out light bulbs of the light fixtures in Tatarax Hills, Phase I.

Section 11.13 Construction Quality. All construction shall meet current standards set forth in (1) the national 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, and the City of Manhattan.

Section 11.14 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.

(a) Construction Parking. Construction or other hired crews, including any equipment or storage containers used, should make every effort to park off-street or all on the same side of the street so as not to interfere with the flow of traffic on neighborhood streets.

(b) Trash/Debris Removal. Trash and debris shall be removed from each construction site on a weekly basis. Lightweight materials, 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 the written approval of the Board of Directors.

Section 11.15 Waiver of Building Restrictions. The intent of the foregoing building restrictions is 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 interest of the Subdivision.

ARTICLE XII

GENERAL COVENANTS AND RESTRICTIONS

Section 12.1 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, recreational vehicles (including, but not limited to, boats, campers, travel trailers, etc.), or construction equipment in driveways or on the street on a continuing basis shall be prohibited.

Section 12.2 Street Parking. Temporary parking shall be allowed on public streets for visitors and guests only. Permanent parking on streets shall be prohibited.

Section 12.3 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.

Section 12.4 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 non-permeable floor surface such as concrete or asphalt, and shall be completely screened from the view of adjacent neighbors. All construction of outside enclosure 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.

Section 12.5 Fences. Fencing is discouraged. If a homeowner desires fencing, it shall be unobtrusive in nature and shall not be permitted closer to the front of the lot than the rear of the home. Fence design and materials must be approved by the Architectural Control Committee prior to installation. Chain link fences are discouraged and if approved by the Architectural Control Committee, must be completely screened from the street and from the view of adjacent neighbors. Any fencing, for example, that surrounding a pool, must conform to the City of Manhattan Code of Ordinances.

Section 12.6 Clothes Drying. Outside clothes drying shall be allowed on a temporary basis only with all lines and drying devices removed when not in use.

Section 12.7 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.

Section 12.8 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, etc., is prohibited.

Section 12.9 Easements. Owners grant agents and employees of the Association, and various licensed utility companies serving the Subdivision, 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 of dilapidated, unkempt properties and improvements thereon. The Owner shall also grant reasonable

access, with reasonable prior notice, to meters located within the dwelling structure to verify the exterior remote readout meter reading, and/or to replace a defective meter as required.

Section 12.10 Air Conditioning Units. Only central air conditioner systems shall be permitted. Window or wall-mounted air conditioners will not be allowed without the approval of the Architectural Control Committee.

Section 12.11 Signs. No signs of any kind shall be displayed on any Lot or Common Area, except temporary signs of six (6) square feet or less, such as advertising property for sale or rent. Political signs related to elections, six (6) square feet or smaller, may be displayed only during the period commencing 45 days before election day and ending two (2) days after the election.

Section 12.12 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Section 12.13 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 Architectural Control Committee.

Section 12.14 Nuisance Activities/Firearms. 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 Board of Directors. Any such burning must conform to the City of Manhattan Code of Ordinances. No firearms shall be discharged within the Subdivision.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1 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 in 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. Cost 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 the Kansas lien law. The Board of Directors may promulgate rules and procedures to fairly and reasonably process, and handle violators and violations.

Section 13.2 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 and hereafter imposed by the provisions of this Declaration of Protective Covenants. 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.

Section 13.3 Severability. Invalidation 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.

Section 13.4 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.

Section 13.5 Amendment. The Declaration of Protective Covenants may be changed or amended by the Declarant until the last Lot is conveyed or by approval of not less than three-quarters 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 Deed, Riley County, Kansas, to be in force.

Section 13.6 Annexation. Additional property and Common Area may be annexed to the Subdivision beyond that described heretofore with the consent and approval of two-thirds 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, III, of the Subdivision without the consent of the membership.

Section 13.7 Township, County, City or State Regulations. Where township, county, city, or state regulations, codes, ordinances, or laws are applicable and more restrictive than these covenants and restrictions, they shall supersede the provisions herein.

This Amended and Restated Declaration of Protective Covenants has been approved by the Lot Owners whose signatures are attached hereto, and shall become effective as of the date of filing the amendment with the Register of Deeds of Riley County, Kansas.

Certificate of Secretary, Tatarrax Hills Homeowners Association, Inc.

STATE OF KANSAS,

COUNTY OF RILEY, ss:

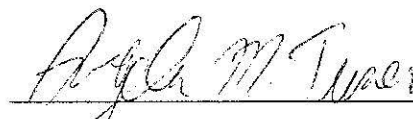
Ellen Stauffer, of lawful age being first and duly sworn, states as follows:

1. That she is the secretary of Tatarrax Hills Homeowners Association, Inc.
2. That the above amendment has been approved by not less than three-quarters of the Lot Owners of Tatarrax Hills as required by the protective covenants.
3. This amendment will become effective upon filing with the Riley County Register of Deeds.



Ellen Stauffer, Secretary of Tatarrax Hills Homeowners Association, Inc.

Subscribed and sworn to me this 28th day of December, 2021 by Ellen Stauffer, Secretary of
Tatarrax Hills Homeowners Association, Inc. MONTH/YEAR



Notary Public

My appointment expires: 2/7/2022

