

Amy M. Manges
Register of Deeds
Riley County, Kansas
Book:889 Page:4124
Receipt #: 243660 Total Fees: \$412.00
Pages Recorded: 24
Date Recorded: 02/01/2022 2:10:03 PM

**AMENDED DECLARATION OF PROTECTIVE
COVENANTS FOR KIMBALL TOWNHOMES, AN
ADDITION TO THE CITY OF MANHATTAN,
RILEY COUNTY, KANSAS**

ARTICLE I

**PROPERTY SUBJECT TO THIS
DECLARATION OF PROTECTIVE
COVENANTS**

These Amended Declaration of Protective Covenants for Kimball Townhomes amends the original Declarations that were recorded with Riley County on 8/1/2007 Book: 829 Page: 8645. The purpose of these amendments to the original Covenants were to change the wording from Developer-based to Owner-based content. Two new paragraphs were added to these amended Covenants, "Solar Collectors" (page 16) and "Rentals" (page 18). After approval from two-thirds (2/3) of the eligible voting members of the Association, these Covenants became effective 1/1/22. This amended version takes precedence over, supersedes and revokes all previous versions issued to this effective date of revision.

Bayer Construction Company, Inc., and Appletech Construction, Inc., a Kansas Corporation, and Kel-Ter Enterprise Incorporated, a Kansas Corporation, were the original owners of all of the following described real estate located within Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas, to wit:

Lots 1A through and including 20B in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas, said Lots being a part of the following described tract:

A tract of land in the Southwest One-Quarter (SW $\frac{1}{4}$) of Section 10, in Township 10 South, Range 7, East of the Sixth Principal Meridian in the City of Manhattan, Riley County, Kansas, described as follows: Beginning at the Northeasterly Corner of Tract A in Four Winds Village, an addition to said City of Manhattan; thence North $30^{\circ}36'42''$ East, 455.10 feet measured vs. 455.28 feet deed; thence South $89^{\circ}21'36''$ East, 312.77 feet measured vs. 312.75 feet deed to the West line of Kimball Avenue; thence on a curve to the right with a radius of 1,577.04 feet an arc distance of 173.23 feet; chord of said curve being South $28^{\circ}24'59''$ West, 173.14 feet along the West line of said Kimball Avenue; thence South $31^{\circ}33'48''$ West, 380.71 feet along the west line of said Kimball Avenue; thence on a curve to the left with a radius of 1,697.03 feet an arc distance of 360.21 feet, chord of said curve being South $25^{\circ}28'57''$ West, 359.53 feet along the West line of said Kimball Avenue; thence South $24^{\circ}51'34''$ West, 718.35 feet measured vs. 718.41 feet deed along the West line of said Kimball Avenue to the North line of Anderson Avenue in said City of Manhattan; thence North $59^{\circ}14'48''$ West 267.23 feet measured vs. 267.25 feet deed along the North line of said Anderson Avenue to the Southeast Comer of said Four Winds Village; thence North $20^{\circ}32'07''$ East, 614.01 feet measured vs. 613.92 feet deed along the East line of said Four Winds Village; thence North $30^{\circ}30'32''$ East, 409.94 feet measured vs. 409.96 feet deed along the East line of said Four Winds Village to the POINT AND PLACE OF BEGINNING and all of Tract A in FOUR WINDS VILLAGE, an Addition to the City of Manhattan, Riley County, Kansas. All of said tract contains 12.03 acres, more or less. Subject to all public roads, easements, reservations, restrictions, covenants, and conditions, if any, now of record.

The above-described tract contains the following Lots situated in Kimball

Townhomes, an Addition to the City of Manhattan, Riley County, Kansas, to wit: Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 19B, 20A, and 20B, together with certain lands designated as Common Area on the recorded Plat of said Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas. These Restrictive Covenants shall apply only to Lots 1A through and including 20B in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas, and to those lands designated as Common Area on the recorded Plat of said Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas. These Restrictive Covenants shall **not** apply to Lot 21 in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas.

The real property heretofore described, being lots 1A through and including 20B in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas, together with those lands designated as Common Area on the recorded Plat of said Addition, is and shall be held, sold, and conveyed subject to the conditions, covenants, restrictions, reservations, and easements as set forth within this declaration, which shall run with the real property and shall 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 purchasers of any Building Lot or Townhome Unit situated in the above-described tract of which these covenants are a part and shall be

effective at the time a lot or unit is purchased.

ARTICLE II

GENERAL PURPOSES AND OBJECTIVES

The real property and each lot or unit 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 maintenance and improvement each building site thereof; to protect the owners of building sites or Townhome units against such improper use of surrounding building sites or Townhome units as will depreciate the value of their 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 Addition in a visually attractive manner and appearance for the mutual benefit and protection of all the owners of lots in the Addition.

The lots subject to these restrictive covenants, being Lots IA through and including 20B in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas, have been designated or zoned as "R-2", and those lots shall be held and sold by the Declarant for the exclusive purpose of constructing Townhome units thereon.

ARTICLE III

DEFINITIONS

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

"Townhome Unit" means one single-family residential unit which may be joined together with one additional single-family residence by a common wall or walls, and/or roof, and/or foundation. The term Townhome Unit shall not mean an apartment as that term is defined by the statutes of the State of Kansas.

"Townhome Unit Owner" means the person or persons owning the real estate in fee simple on which Townhome unit is located and shall include an installment contract purchaser who has complied with the provisions of this declaration.

"Addition" or "Properties" shall mean and refer to Lots IA through and including 20B in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas, together with those lands designated as Common Area on the recorded Plat of said Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas.

"Lot" shall mean and refer to each of the above described Lots delineated and numbered IA through and including 20B in Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas. Said lots are held and sold by owners in compliance with the Covenants, Restrictions and Easements set forth by the Association.

The "Owner" shall mean and refer to the 'owner of record,' his/her or its successors or assigns, whether one or more persons or entities of the fee simple fee title to any of the above described Lots or Townhome Units which are a part of Kimball Townhomes, an Addition to the City of Manhattan, Riley County, Kansas. Owners include installment contract purchasers but exclude those having such interest merely as security

for the performance of an obligation.

The "Common Area" shall mean and refer to those tracts of land delineated and so designated on the recorded plat within the Addition and situated within the tract described in Article I above, to be owned by the Association upon the conveyance of such common area to the Association.

The "Association" shall mean and refer to the Kimball Townhome Association, Inc., its successors or assigns. The Association shall be a nonprofit corporation governed by the Bylaws of such Corporation, whose major purpose is to manage and maintain collective common areas; common facilities; community services; to manage, or arrange for, or otherwise provide or contract for snow removal, lawn mowing, bush and tree trimming, and garbage or trash removal within the Addition; and enforce the covenants, conditions, restrictions, and easements set forth in this Declaration. Any Owner of property within the Addition shall become a member automatically and immediately upon receiving title to any Lot. Voting rights of members shall be determined by the Bylaws of the Association.

The "Architectural Review Board" or "ARB" shall mean the designee(s) of the homeowner's Association and serves to review and approve all exterior changes to a structure or lot.

The "Board of Directors" shall mean and refer to the appointed or 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 by 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 a part hereof.

ARTICLE IV

RIGHTS OF USAGE

Owners' Easements of Enjoyment. Every owner shall have a right of use and an easement of the Common Area which shall be appurtenant to and shall pass with the title of 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 association owned recreational facility located within the Common Area, as provided by the Bylaws of the Association.
- (b) The Association shall have the right to suspend the voting rights and right of use by an Owner of such Common Area and facilities, as provided by the Bylaws of the Association.
- (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, all as provided by the Bylaws of the Association.

ARTICLE V

PARTY WALLS, ETC.

General Rules of Law. Each wall which is built as a part of the original construction of a Townhome upon a lot designated therefore and is placed on the dividing line between two Townhome units, shall constitute a party wall, and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Sharing of Repair and Maintenance. A party wall shall be always maintained and kept in good repair by the Townhome unit owners who make use of such party wall. The cost of reasonable repairs and maintenance of a party wall shall be shared equally by the Townhome unit Owners who make use of the wall.

Destruction by fire or other casualty. If a party wall is destroyed or damaged by fire or other casualty, other than by the willful act or negligence of a Townhome unit owner of a Townhome unit that is adjacent to a party wall, each of the Townhome unit owners of the Townhome units that are adjacent to such party wall shall bear an equal share of the expense to repair or rebuild the party wall. If a Townhome unit owner of a Townhome unit that is adjacent to a party wall or his guests, tenants, lessees, invitees, or licensees shall willfully, or negligently cause damage to or destruction of a party wall, such Townhome unit owner shall bear the entire cost of repair or reconstruction thereof. Any repairing or

rebuilding of the wall shall be of the same materials or similar materials of the same quality as that used in the original wall or part of the wall, unless otherwise agreed by all of the owners of the Townhome units utilizing such party wall. Any party who engages in construction or repair work upon such party wall shall have the right to enter onto the property of the adjoining owner to the extent that it may be reasonably necessary in connection with that work. When entering upon the property of the adjoining owner, the party shall take and observe due precaution and care to protect the property of the adjoining owner.

Weatherproofing. A Townhome unit owner who by his negligent or willful act causes the party wall to be damaged or exposed to the elements shall pay the entire cost of furnishing the necessary repairs or protection from such elements.

Easements. A party wall easement is hereby established over that part of any Townhome unit in which any part of a common wall between Townhome units is constructed, together with the right to restore any such party wall, and such party wall may contain plumbing lines, vent stacks for plumbing and heating, electricity pipes and conduits and fireplace flues, serving improvements using such party wall. The party wall easements shall be a cross-easement in favor of each Townhome unit in which is located a common or party wall.

Common or Shared Driveway. In the event a common or shared driveway serves two individual Townhome units, the owners of each Townhome unit served by such common driveway shall always maintain and keep in good repair such shared driveway, and the cost of reasonable repairs and maintenance of a shared driveway shall be paid

equally by the Townhome unit owners who make use of such shared driveway.

Exterior painting, roofing, and repairs. In order to maintain the Addition in a visually attractive manner and appearance for the mutual benefit and protection of all the owners of lots in the Addition, the Association, by and through the Architectural Review Board, shall have the authority to require the owner(s) of any Townhome unit to make repairs to the exterior of any such Townhome unit, including the painting of such unit in whole or in part, and the roofing or re-roofing of such unit. If the owner shall fail to make any such repair within sixty days of notice in writing by the ARB to make any such repair, then the ARB may arrange for the making of such repair or repairs, and the cost thereof shall be paid forthwith by such owner upon the completion of such repair or repairs. The enforcement of these provisions shall be as set out in the Bylaws of the Association.

Insurance. Nothing in these Restrictive Covenants shall be construed so as to require the Association to act as insurance trustee for the benefit of an owner or mortgagee. Nothing herein shall be construed so-as-to require the Association to obtain and maintain blanket fire and extended coverage insurance for all owners and mortgagees.

ARTICLE VI

CREATION OF ASSOCIATION OF HOMEOWNERS

An Association of Homeowners has been created and is named, 'Kimball Townhome Association'. The Association has adopted Bylaws which are hereby made a

part of these Protective Covenants by reference and are hereby incorporated herein. These Protective Covenants may be amended as provided by the Bylaws of the Association. Membership in the Association and voting rights of members shall be determined by the Bylaws of the Association. Membership in the Association provides protective rights and privileges for the Owners but shall also carry corresponding responsibilities, duties, and liabilities as outlined in these covenants and as shall otherwise be lawfully imposed by the Association.

ARTICLE VII

ARCHITECTURAL REVIEW BOARD

Architectural considerations and preservation of natural amenities were major planning objectives when the Kimball Townhomes Addition was developed. 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 Review Board (ARB). The ARB shall consist of not less than one (1) nor more than three (3) members, to be appointed by the Association Board of Directors to review and implement the requirements of this section.

Plans Approval. No building, structure, or improvement including, but not limited to basement excavation, grading, walls, major landscaping, 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 Review Board. 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, and location of easements and setbacks.
- (2) A floor plan(s) indicating wall lines, room use, window and door locations, and overall structure dimensions.
- (3) Exterior, street facing elevation indicating architectural treatment, roofline, window and door openings, exterior materials and colors, and proposed ground line.
- (4) No fences will be allowed, including side yard, front yard, and back yard fences, except for temporary or permanent fences originally installed by the Developer, except as may otherwise be provided by these Restrictive Covenants or by the Bylaws of the Association.

All improvements shall be constructed and maintained in accordance with approved plans. The Architectural Review Board 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 Review Board shall act upon the plans and specifications submitted 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.

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

ARTICLE VIII

BUILDING RESTRICTIONS

Land Use and Building Type. Lots IA through and including 20B are zoned R-2, and shall be used for Townhome units only. No manufactured or mobile home shall be permitted. All construction on the lots shall be new on-site construction, and no house, garage, or other building shall be moved onto a lot.

Approval of Construction Plans. No structure or improvement set out herein shall be commenced or maintained until: (1) approved compliance with provisions specified herein under Architectural Review Board and (2) necessary permits have been issued by the City of Manhattan or Riley County.

Basements. All Townhome units having an enclosed basement or walkout basement shall have an adequate drainage system and exterior waterproofing installed around the perimeter of the basement.

Roofline. No roofline shall have less than a 5/12 pitch.

Building Construction. Building siding shall be of brick, stone, stucco, wood, masonite or any combination of the above. Each Townhome unit shall have some brick or stone accent(s) on the front of each home.

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 and metal roofs shall be subject to the review and disapproval or disallowance by the Architectural Review Board.

Set Back Requirements. All structures shall maintain minimum front, rear, and side set back distances as are shown and provided on the recorded Plat of the Addition.

Minimum Floor Area/Building Height. All Townhome units in the Addition shall have the minimum square feet set out herein. Each one story/level individual Townhome unit shall have a minimum of 900 square feet exclusive of garage, basement, porches, and deck. Each individual Townhome unit of one and one half (1 ½) or two (2) stories in height must have a minimum of 800 square feet on the main floor, exclusive of garage, basement, porches, and decks. The maximum height of any Townhome unit shall be two (2) stories.

Garage and On-Site Parking Requirements. Each individual Townhome unit shall include at minimum a two car, attached garage. All on-site parking space shall be located entirely within Lot property boundaries. All driveways shall be completely paved with concrete.

Outside Antenna. Television or radio antennas shall not be allowed. Satellite dishes may be allowed if approved by Architectural Review Board.

Construction Time Limitations. All construction improvements, alterations, et cetera, commenced shall be pursued diligently to completion within nine (9) months of the

starting date. Subject to the provisions of the Bylaws of the Association, 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 Addition 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 two thirds (2/3) of the members of the Board. Prior to and during construction, all lots must be maintained in a sightly manner, and grass and weeds must be regularly mowed.

Trash and Debris. Trash and debris shall be removed from each construction site on a regular 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.

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

Landscaping. All lawn seeding and plant materials installation shall be

completed within twelve (12) months of completion of rebuilding of a Townhome unit.

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, except for emergency alert systems and streetlights.

Construction Quality. All construction shall meet current standards set forth in (1) the Uniform Building Code by International Conference of Building Officials with modifications as determined by the Architectural Review Board and (2) building codes and regulations set forth by the City of Manhattan, Kansas.

ARTICLE IX

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. Motor vehicles shall be parked in the garage and not in the streets; therefore, no motor vehicles shall be parked in the streets, except on a temporary basis. The parking of trucks above the one-ton category or construction equipment in driveways or on streets on a continuing basis shall be prohibited. No boats, trailers, campers, or recreational vehicles shall be parked in driveways or on streets, except on a temporary basis. No boats, trailers, campers, or recreational vehicles shall be parked on any lawn areas at any time.

Solar Collectors. Solar collectors on roofs will be permitted on the east roofline for odd numbered homes and the west roofline for even numbered homes. The location

of any other solar collector shall be subject to the approval of the ARB.

Household Pets. Owners may only keep indoor household pets provided they do not constitute a nuisance, a danger, or distraction to adjoining Lot Owners or the Addition as a whole. Unattended pets shall not be allowed beyond the Owner's property and must be leashed away from the homeowner's property. Household pets, in terms of noise, odor, and view shall be the problem of the Owner rather than adjacent neighbors. No commercial kennels or breeding facilities shall be kept or placed on any lot.

Landscaping and Gardens. Vegetation and landscaping out of character to the development shall not be permitted. Vegetation and landscaping shall be subject to the approval of the Architectural Review Board. Vegetable gardens will not be permitted in front or side yard areas. Vegetable gardens will be permitted in the back yard area of a lot, however, vegetable gardens shall not exceed 100 square feet in size without the approval of the ARB. 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, air-tight container. Trash containers shall be stored within the garage. Burning of trash, grass, weeds, et cetera, is prohibited.

Clothes Lines. No permanent outdoor clothes lines, poles or other drying apparatus of a permanent nature shall be placed on the exterior of any structure or placed on any lot.

Easements. Owners, grant agents and employees of the Association, the municipal sewer and water authority, and various utility companies serving the Subdivision, including

cable television companies, easement, and access across their Lot. Exclusions include dwelling area as indicated on the plat, 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 also grants the sewer and water authority access to verify the exterior meter readouts.

Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any trees, limbs, vines and brush on lands adjacent to the utility easement whenever in the utility companies judgment such may interfere with or endanger the construction, operation, or maintenance of the facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to the Plat of the Subdivision for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

Conservation and Drainage Easement. The area designated on the Plat of the Addition as Conservation and Drainage Easement is dedicated to the City of Manhattan, Kansas, and shall be for the purpose of the flow of water, including surface water, storm water, natural stream or other water, and shall further be for the purpose of preserving and conserving the stream banks and natural vegetation within such easement. There shall be no structures, fill, excavation, storage of materials or equipment, nor removal of natural, living vegetation, nor the alteration of natural contours, nor any other activity which adversely affects the stream banks or natural vegetation, allowed within this easement.

These restrictions shall not prevent the construction of improvements by the City of Manhattan, Kansas, or its agents or employees, necessary to accomplish public improvements related to drainage, storm water detention, pedestrian travel or any other public improvements permitted and deemed necessary by said City.

Commercial Activities. The lots shall be used for residential purposes. No commercial or retail business shall be established or maintained on any lot. No churches or schools shall be permitted on any lot. Home occupations or avocations, such as accountants or crafts may be conducted in the dwelling house with the approval of the Board of Directors of the Association.

Rentals. The Kimball Townhome HOA properties allowed to be "Rentals" SHALL NOT exceed 10%. Current rentals, as of 1/1/2022 are "Grandfathered" into the 10% policy. Any new rental consideration will be made on a first-come first-served basis. Short term (less than 1 year) exception to the 10% policy may be considered for realtor listed homes that do not sell in the same time frame, or would be vacant during an extended sabbatical, etc., and shall only be authorized by unanimous consent of the Board of Directors.

Signs. Except for the purpose of identification of the residence or for the purpose of identifying the individual property for sale, no signs are permitted unless otherwise approved by the ARB. This includes political/election signs, billboards, or other advertising structure of any kind.

Nuisance Activities. No noxious or offensive activity shall be carried on within the Addition, as a hobby or a business or otherwise, which will constitute a public nuisance. No

property shall be used as a dumping ground for refuse, trash, garbage, debris or other waste, and all properties shall 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. All landowners shall keep all weeds and grass mowed in compliance with the code provisions of the City of Manhattan. *(Includes east/west non-lawn landscape areas including east hillside to the utility easement.)*

ARTICLE X

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 of the Association, 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. 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 et seq.) 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 reasonable 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 and hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way 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 (20) 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. These covenants may be terminated or amended as provided by the Bylaws of the Association.

City and State Regulations. Where the laws, ordinances or regulations of the City of Manhattan, or the State of Kansas, are applicable and more restrictive than these covenants and restrictions, they shall supersede the provisions herein.

The Covenants were originally written in 2007 when the Association was incorporated. At the 12/6/16 KTA Board meeting, Kelly and Therese Adams who were originally the officers representing the developers, resigned from the Board and the Board was transitioned over to the owners of the Association to direct it.

Kimball Townhomes Association President

BY: JACK LINDQUIST Jack Lindquist
Title: PRESIDENT

STATE OF KANSAS)
) s.s.
COUNTY OF RILEY)

Be it remembered, that on this 20 day of JANUARY, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack Lindquist, President of the Kimball Townhome Association, a corporation organized and existing under the laws of the State of Kansas, who is personally known to me to be the President of such corporation, and is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Annette Lauppe

Notary Public



My Commission Expires: 9-23-25

Kimball Townhomes Association Treasurer

Gary Bowman

BY: GARY Bowman

Title: Treasurer

STATE OF KANSAS)

) s.s.

COUNTY OF RILEY)

Be it remembered, that on this 20th day of JANUARY, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gary Bowman, Treasurer of the Kimball Townhome Association, a corporation organized and existing under the laws of the State of Kansas, who is personally known to me to be the President of such corporation, and is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

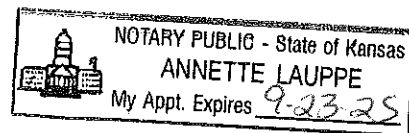
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Annette Lauppe

Notary Public

My Commission Expires:

9-23-25



Kimball Townhomes Association President Protem

BY: Ross Marsh
Title: President Protem

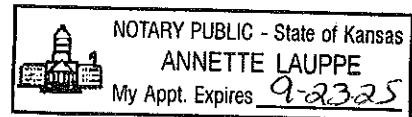
STATE OF KANSAS)
) s.s.
COUNTY OF RILEY)

Be it remembered, that on this 20th day of JANUARY, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ross Marsh, President Protem of the Kimball Townhome Association, a corporation organized and existing under the laws of the State of Kansas, who is personally known to me to be the President of such corporation, and is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Annette Lauppe

Notary Public



My Commission Expires: 9-23-25