

STATE OF KANSAS
SEDDWICK COUNTY
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PAT KETTLER
REGISTER OF DEEDS

DECLARATION

*Shelly Hernandez
Deputy*

OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

PRESTON TRAILS

Return to: Ritchie Assoc.
8100 E. 22nd #1000
W, K. 67226

64.00see

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DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
PRESTON TRAILS

THIS DECLARATION, made this 17th day of July, 1996, by Ritchie Associates, Inc., a Kansas corporation, and C. Edgar Dunne (collectively "Declarant").

WITNESSETH: That,

WHEREAS, Declarant is the owner of a portion of certain property in Wichita, Sedgwick County, Kansas, legally described as the Balthrop Addition to Sedgwick County, Kansas (the "Balthrop Addition"); and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to a portion of said property to insure the proper development thereof and adequate maintenance and government of the common areas and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that that portion of said property that is legally described as Lots 1 through 50, inclusive, Block 1; Lots 1 through 40, inclusive, Block 2; and Lots 1 through 13, inclusive, Block 5; together with Reserves "A" and "B," and "D" through "H," inclusive (collectively the "Addition"), except as otherwise provided herein, shall be held and/or conveyed subject to the conditions and restrictions contained in this Declaration; and

WHEREAS, there shall be established the Preston Trails Owners' Association (the "Association"), consisting of the owners of the lots included within the Addition, the principal purpose of which shall be to enforce the provisions of this Declaration; and

WHEREAS, Declarant may, but shall not be required to, convey additional real property to the Association;

NOW, THEREFORE, Declarant hereby declares that the Addition shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Association Membership and Voting Rights

Section 1.01. Formation of Association. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Kansas.

Section 1.02. Membership. Membership in the Association shall be mandatory for each owner of a Lot. Each such owner is hereinafter referred to as an "Owner".

Section 1.03. Definition of "Member". "Member" shall be defined as every person or entity who or that is a record Owner of a fee or undivided fee interest in any Lot, but not including any Owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the Member. When more than one (1) person or entity owns an interest in any Lot, all such persons or entities shall be members.

Section 1.04. Definition of "Lot". The word "Lot", as used herein, shall mean a lot as set forth in the recorded plat of the Balthrop Addition that is subject to this Declaration; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot"; provided, further, two (2) or more Lots that are combined into a single homesite shall be deemed to be one (1) "Lot" for the purpose of computing voting rights and liability for assessments hereunder.

Section 1.05. Voting Rights. There shall be two (2) votes for each Lot. The votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves.

Notwithstanding the foregoing, Declarant shall be entitled to nine (9) votes for each Lot of which it is the Owner.

Section 1.06. Initial Operation. Notwithstanding the provisions of Section 1.05, the initial operation of the Association, and the appointment of the members of the Design Committee pursuant to Article 5 hereof, shall be by Declarant until such time as Declarant turns over the operations thereof to the Association.

Section 1.07. Board of Directors. All actions of the Association shall be taken on its behalf by the Board of Directors (the "Board"), except when a vote of the members is specifically required by this Declaration, or the Association's Articles of Incorporation or the Bylaws.

ARTICLE 2

Property Rights

Section 2.01. Easement in Common Area. Declarant hereby dedicates and conveys to each Member a right and easement of enjoyment in and to the common areas described hereafter (the "Common Area"), and Declarant hereby covenants for itself, its successors and assigns, that it will convey a fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except any current ad valorem or special assessment taxes. The Association shall be responsible for the payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Declaration. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easement shall not be personal but shall be appurtenant to said Lots, whether specifically set forth in deeds to the Lots or not.

Section 2.02. Regulations. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the Members and all residents of the Addition.

Section 2.03. Description of Common Area. The Common Area to be conveyed to the Association and the use thereof is as follows:

Reserves "A" through "D" per the recorded plat of Balthrop Addition for landscaping, entry monuments, and utilities confined to easements.

Reserves "E" through "G" per the recorded plat of the Balthrop Addition for landscaping, entry monuments, walls, walks, drainage, drainage structures and utilities confined to easements. Reserve "F" shall provide two (2) access openings to Lot 14, Block 5 only. Said locations shall be designated by the appropriate engineer.

Reserve "H" per the recorded plat of the Balthrop Addition for landscaping, walks, drainage, drainage structures, lakes, recreational improvements, clubhouse, pool, playground equipment and utilities confined to easements.

The Common Area may be used for recreation or other uses for the benefit of the Members as may be determined by the Association. Recreational facilities, including, but not limited to, grills and fireplaces, playground equipment, and similar items, may be constructed in the Common Area by the Association. All Members in good standing, their families, and guests accompanying said Members shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including the right to place limitations on the number of guests and the right to limit or exclude Members, their families, and their guests if the Members owning the Lot in which they reside are in default in the payment of assessments or in the performance of any other obligation required by this Declaration. The Association shall have the right to suspend the rights of any Member in connection with such member's use of the Common Area for any period during which any assessment remains unpaid and for any period, not to exceed thirty (30) days, for any infraction of its published rules and regulations. The Association is further authorized to promulgate all rules and regulations affecting any swimming pool.

Section 2.04. Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant reserves (and the Association as its successor) the right to grant easements within the Common Area for the installation, repair, and maintenance of water mains, sewers, drainage courses, public walkways, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of

the Common Area. The Association shall have the right to mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of its purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder.

ARTICLE 3

Assessments

Section 3.01. Assessments. All of the Lots shall be subject to an annual assessment charge to be paid by the respective Owners thereof to the Association annually in advance on the 1st day of January, in each year. The Board may permit the annual assessment charge to be paid annually, semiannually, or quarterly. Notwithstanding the foregoing, Declarant shall not be obligated to pay any assessment for any Lot owned by Declarant until such time as a home has been erected thereon and is ready for occupancy.

Section 3.02. Determination of Assessments. Each year the Board shall, prior to November 1, determine the total amount to be raised by annual assessment charges for the next succeeding year. Each Lot shall be assessed an equal amount. Should the Board at any time determine, in its sole discretion, that the assessment levied is or may prove to be insufficient to pay the costs of operation and management of the Association, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

Section 3.03. Association-Duties/Use of Funds. The assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and other property of the Association; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of any recreational facilities located within the Common Area; for collecting and disposing of garbage, and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for street cleaning; for street lights, street signs, and snow removal; for constructing, purchasing, maintaining, or operating any community service including publishing a directory of the membership of said association; for purchase of insurance; for doing any other thing necessary or advisable for the general welfare of the Members; for expenses incidental to the enforcement of these restrictions; for the payment of

operating expenses of the Association; and for any other purpose within or incidental to the purpose for which the Association is incorporated. The Association shall be responsible for the maintenance and care of those portions of the public right-of-way abutting the Addition lying between the traveled portion of the right-of-way and any platted lot lines. The same shall be maintained free from weeds and rubbish and otherwise comparable to other landscaped portions of the Common Area of the Addition.

Declarant and the Association may install, but shall not be required to install, a perimeter wall and/or hedge and such landscaping and sprinkler systems in the Common Area as Declarant may in its sole discretion determine. If such wall, landscaping or sprinkler systems are installed, the future maintenance, repair and replacement thereof, including all plant material, and all monuments and logos thereon, shall be the responsibility of the Association. Declarant and the Association shall also have the right, but shall not be required, to place a privacy wall and/or hedge, and such landscaping and sprinkler systems as Declarant or the Association in its sole discretion may determine, along the perimeter of certain portions of the Addition to be located in the platted easement areas designated for said purpose. If such perimeter wall, landscaping or sprinkler systems are installed, the future maintenance, repair and replacement thereof, including plant material, and all monuments and logos thereon shall be the responsibility of the Association. Notwithstanding the foregoing, if any wall, hedge or landscaping that is part of the Common Area or a platted easement is damaged or destroyed through the negligence of an Owner, such as failing to correct faulty drainage or improper use of weed killer, such Owner shall be responsible for the cost of repair or replacement thereof.

The Board shall be obligated to expend such portion of the assessment fund as shall be necessary in order to maintain the Common Area in a first class condition and shall not have the authority to reduce standards of maintenance below such level without the vote of two-thirds (2/3) of all Members of the Association.

Section 3.04. Association-Duties/Enforcement of Covenants. The Association shall enforce either in its own name or in the name of any Owner, all of the covenants, conditions and restrictions imposed hereby as the same may be modified from time to time and shall perform all other duties and obligations of the Association as are otherwise provided for herein.

Section 3.05. Interest on Delinquent Assessments. All assessment charges that remain unpaid thirty (30) days after they are due shall thereafter be subject to interest at the rate of four

percent (4%) per annum over the Base Rate of BANK IV National Association or its successor, as established from time to time or at such other rate as established by the Board.

Section 3.06. Lien for Delinquent Assessments. The annual assessment charges shall be a lien and encumbrance on the Lot with respect to which said charge is made. By the acceptance of title to a Lot, the Owner (not including a mortgagee as long as it is not the Owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all such charges which were then due and unpaid to the time of acquiring the title thereto and all such charges thereafter falling due during ownership thereof. A certificate in writing issued by the Association or its agent setting forth the status of said charges shall be given on demand to any Owner or prospective purchaser liable, or who may be liable, for said charges, which certificate shall be binding upon said parties.

Section 3.07. Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot, which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any conveyance in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.08. Right of Association to Enforce Payment of Assessment. By the acceptance of title, each Owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, that may be necessary or advisable for the collection of such charge or charges, and the Association shall have the right to sue for and collect a reasonable sum to reimburse it for attorneys' fees and any other expenses reasonably incurred in enforcing its rights hereunder.

Section 3.09. Maximum Annual Assessment.

a. The maximum annual assessment may be increased for any subsequent year to an amount that is not more than ten percent (10%) above the maximum permitted annual assessment for the previous year without a vote of the Members.

b. The annual assessment for any year may be increased to an amount greater than that permitted by Subsection "a" of this Section only by an affirmative vote of two-thirds (2/3) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting with a quorum duly called for such purpose.

c. The Board may fix the annual assessment at an amount not in excess of the maximum amount set forth in this Section. The initial assessment for the Association shall be as determined by Declarant.

Section 3.10. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, or on any perimeter wall easement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting with a quorum duly called for such purpose.

ARTICLE 4

Covenants for Maintenance

Each Owner (other than Declarant) shall keep all Lots owned by such Owner and all improvements therein or thereon in good order and repair, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, regardless of whether the Lot is improved, and the painting (or other appropriate exterior care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

If in the opinion of the Design Committee, as defined below, any Owner fails to perform such duties, the Association, upon approval by the Board and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint, remove, mow and restore such Lot or Lots or such improvements, and the cost thereof (hereinafter

sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: the Association may record an Affidavit of Nonpayment of Maintenance Charge in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the Maintenance Charge that is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances that may thereafter in any manner arise or be imposed upon the property, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

ARTICLE 5

Architectural Control

Section 5.01. Approval Required. No building, fence, wall, structure, projection from a structure, or improvement shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein or thereto be made, until the written plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same have been submitted to and approved in writing by the Design Committee (the "DC"), its agents, assignees, or successors, as to (a) harmony of external design and location in relation to and effect upon surrounding structures, topography and the overall community design of the Addition; (b) the character, color and appearance of the exterior materials; and (c) the quality of the exterior workmanship. "Structure" shall include any temporary covering of a swimming pool, tennis court, patio, or otherwise, of a rigid or "bubble" type. If the DC fails to approve or disapprove such design and location within thirty (30) days after said written plans and specifications have been submitted to and received by it, approval will not be required, and this Article will be deemed to have been fully complied with. The applicant may appeal an adverse Design Committee decision to the Board of the Association, which may reverse or modify such decision by a two-thirds (2/3) vote of those directors present and voting at a meeting at which a quorum is present.

The DC may, subject to the approval of the Board, develop and promulgate policy guidelines for the application of the design review provisions. The policy guidelines may include (a) review procedures, (b) aspects and objectives of review, and (c) principles and

criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered. The policy guidelines are intended to assist the DC and the Owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the Owners and subject to the approval of the Board.

The provisions of this Section shall be applicable to Declarant only with respect to Lots that are improved with buildings that are or have been occupied.

Section 5.02. Form of Plans and Specifications. Such plans and specifications shall be in such form and shall contain such information as may be required by the DC, but in any event shall be in writing and include a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Lot or Lots (including proposed front, rear, and side set-backs) of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and location of all parking spaces and driveways on the Lot or Lots.

Section 5.03. Retention of Approved Plans and Specifications. Upon approval by the DC of any plans and specifications submitted hereunder a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Association, and a copy of such plans and specifications bearing such approval in writing, shall be returned to the applicant submitting the same.

Section 5.04. Removal and Alteration of Structures; Lien.

a. If any structure shall be altered, erected, placed, or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the DC pursuant to the provisions of this Article, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from the DC, any such structure so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

b. If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists has not taken reasonable steps toward the removal or termination of the same, the Association or the DC shall have the right, but not an obligation, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or the DC may record an Affidavit of Nonpayment of Removal or Alteration Charges in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (i) the legal description of the property upon which the lien is claimed, (ii) the name(s) of the Owner(s) of said property, and (iii) the amount of the Removal and Alteration Charges that are unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances that may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

c. If a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges, plus interest at the rate of four percent (4%) per annum over the Base Rate of BANK IV National Association or its successor as established from time to time or such other rate as is established by the Board, shall be fully paid, the Association or the DC shall, within ten (10) days following payment, file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, which Affidavit shall (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (ii) state the legal description of the property affected, and (iii) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit, and said Affidavit shall be conclusive evidence to any purchaser, encumbrancer, title insurer, or title examiner that the preexisting lien has been fully released.

d. If a transfer, sale, or assignment of any Lot or Lots to a bona fide purchaser occurs, and no Affidavit of Nonpayment of Removal or Alteration Charges has been recorded as provided in this Section prior to such transfer, sale or assignment, any such Affidavit filed subsequent to the above-referenced transfer, sale or assignment shall be invalid and unenforceable.

Section 5.05. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the DC, it shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure, and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated, and, as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all structures on the Lot, and the use or uses described therein comply with all the requirements of this Declaration as to which the DC exercises any discretionary or interpretive powers.

Section 5.06. Right of Inspection. The Association, through any of its agents may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither the DC, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 5.07. No Liability. Neither the DC, Declarant, the Association, nor any officer, director, member, agent, or employee thereof, shall be liable to any Owner or to any person, firm, corporation, or other entity for any damages arising from any performance or nonperformance of any duties or functions under this Article.

Section 5.08. Membership. The original members of the DC shall be three (3) persons to be appointed by Declarant. Upon the death or resignation of any member of the DC, Declarant shall appoint a successor, unless at such time, Declarant has relinquished its rights hereunder as hereinafter provided. In such event, the Association shall have full authority to designate a successor. The act of a majority of the DC shall be binding and the majority of the DC may designate a representative to act for it. Declarant shall retain its rights hereunder until the same are relinquished to the Association. Declarant may relinquish its rights or any portion thereof under this section to the Association by advising the Association in writing of its intent to do so and in such event, the Association shall have the authority of Declarant under this

section. Declarant's right under this section shall expire at such time as Declarant shall cease to own any Lots in the Addition.

Section 5.09. Initial Policy Guidelines. The following initial policy guidelines have been established and the same may be changed from time to time pursuant to the provisions of Section 5.01 hereof but without the necessity of filing any formal amendment to this Declaration. Accordingly, inquiry should be made of the DC to determine current policy guidelines.

a. There shall be no rock yards and all yard areas, exclusive of improvements, shall be at least seventy percent (70%) grass.

b. All roofs shall be of composition shingles specifically approved in writing by the Declarant or the DC.

c. There shall be no underground homes.

d. Materials and plans for any retaining walls must be previously approved in writing by the DC.

e. All fences shall be of the "good neighbor" type. See Section 6.05. Fences.

f. All basketball goals shall be either white or glass. No "home-made" basketball backboards or supports shall be permitted. All basketball goals and supports shall be first approved by the DC.

g. All recreation and play equipment shall be located in the rear of any Lot except for basketball goals. All playground equipment installed on any "lake lot" must be previously approved by the DC.

h. There shall be no above ground swimming pools.

i. All dog runs must be in the rear yard on the back of the home and must be screened from the view of neighboring homes with fencing or other appropriate materials approved by the DC. No dogs shall be continually or regularly chained or staked in any front or side yard.

j. No storage sheds shall be permitted except as may be specifically approved by the DC as to design and materials. Any approved out-building shall be constructed of the same material as the home.

k. All vegetable gardens shall be in the back yards only and shall be screened from sight from adjoining lots.

l. No zoysia or bermuda grass lawn shall be permitted.

m. Flat roofs will be permitted only with approval of the DC.

n. All exterior wood surfaces on homes must be painted or stained and sealed.

o. All construction must be completed within one (1) year from the commencement thereof.

p. Bay or bow windows or daylight windows may exceed setbacks by not more than three feet (3'), if allowed by the Code of the City of Wichita.

q. Pad elevations will be set by Declarant's engineer at the cost of Owner. Any deviation therefrom and any resulting damage shall be the responsibility of Owner.

r. Lawns shall be mowed on a regular basis at a height not to exceed five inches (5").

s. No Christmas lights shall be lighted before Thanksgiving and shall be taken down no later than March 15 of the following year.

t. All tennis courts must have a green or black vinyl fence (unless black wrought iron is utilized) and any wind screen shall be black or green. No fence may exceed ten feet (10') in height. The light source used for tennis courts shall be natural in color. Incandescent or metal halide lights are recommended. No other type of lighting may be utilized without the specific written approval of the DC. The light housing shall be a shoe box type fixture similar to the Envirolight II by ElSCO, designed to minimize ambient light loss. Lighting poles shall not exceed sixteen feet (16") in height without specific written approval of the DC. All tennis court plans must specify the light source and intensity; pole height; manufacturer of light; location of light standards around the court. Tennis courts may be built to the property line.

u. All flagpoles and the type of flag that may be flown must be first approved by the DC.

v. No window shall contain any reflective material such as aluminum foil.

w. Pool buildings or gazebos may be constructed within any rear yard setback area, provided that the same shall not exceed one (1) story in height and if allowed by the code of the City of Wichita.

x. All firewood stacks in excess of two (2) ricks shall be screened from view from neighboring Lots.

y. Any temporary covering of a swimming pool, tennis court, patio, or otherwise shall be deemed a structure that is subject hereto.

z. All forms of sculpture and "yard art" must be first approved by the DRC.

Section 5.10. Master Drainage Plan; Private Drainage Systems - Violation and Enforcement. As part of the planning process, there has been established for the Addition and all other portions of the Balthrop Addition, a Master Drainage Plan, which plan includes appropriate surface water drainage. Each Owner of a Lot and such Owner's builders shall be responsible for compliance therewith. Construction which impairs the drainage or violates the Master Drainage Plan must be remedied by such Owner at such Owner's expense. It shall not be Declarant's responsibility to enforce compliance with the Master Drainage Plan and all other owners in the Addition as well as the Association shall have the right to enforce the same against any other Owner. Owners of certain Lots designated on the Plat of the Addition may install private surface drainage water systems on such Lots, the maintenance and repair of which shall be the responsibility of the Owners of such Lots. Any liability to third parties arising from any failure to maintain and repair such private surface water drainage systems shall be that of such Owner.

ARTICLE 6

General Covenants and Restrictions

Section 6.01. Structures. No previously approved structure shall be used for any purpose other than that for which it was originally designed.

Section 6.02. Division of Lots. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise.

Section 6.03. Antennas. No facilities, including poles and wires, for the transmission of electricity, telephone messages, and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind including satellite receiving antennas may be so maintained upon any Lot, unless completely enclosed within the attic of the residence, except by Declarant during the construction period for any home. Notwithstanding the foregoing, certain satellite receiving antennas of the approximate size of eighteen inches (18") in diameter or less, if appropriately screened and/or landscaped so that the same are unobtrusive and not readily apparent from adjacent property, may be permitted if previously approved in writing by the DC.

Section 6.04. Vehicles and Parking. No boat, boat trailer, house trailer, motor home, camper, camper trailer, horse or other livestock trailer, recreational vehicle, pickup truck, bus, specially equipped commercial vehicle, or similar item shall be stored or permanently, continually, or regularly parked in and on any street, the Common Area, or in the open on any Lot or driveway. All vehicles shall be parked in the garage and not continually parked on a regular basis in the street or driveway.

Section 6.05. Fences. All lots may utilize such wrought iron fences or wood stockade type fences as may be approved by the DC provided that the same shall not exceed six feet (6') in height and, in the case of wood fences, shall be of "good neighbor" type. Split rail, cedar fences with brick posts and wrought iron fences with brick shall be permitted provided the same have been previously approved by the DC. All other types of fences must be approved by both the DC and Board of the Association. In no event shall any chain link or woven wire fence of any type be permitted. Certain Lots have been designated as Lake Lots (Lots 42, 43, 47, 48 and 49, Block 1). Only approved wrought iron fences constructed pursuant to specifications provided by the DC will be permitted on Lake Lots. Privacy fences immediately adjacent to patios that are appurtenant to a home constructed on a Lake Lot shall be permitted upon the prior approval of the DC.

Section 6.06. Exempt Property. All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 6.07. Rights of Sedgwick County: Offstreet Parking Requirement. Reserves "A" through "H," inclusive, in the Addition have been designated as "Common Area" and are to be conveyed to the Association, which shall be responsible for the maintenance and upkeep thereof, including, without limitation, drainage systems and structures. Until such conveyance, Declarant, as owner, shall be responsible for such maintenance and upkeep. If the Declarant or the Association, their successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill their obligations relating to the Common Area, Sedgwick County may serve a written Notice of Delinquency upon the Master Association setting forth the manner in which it has failed to fulfill the obligation. If said obligation is not fulfilled within the time specified, Sedgwick County in order to preserve the taxable value of the properties within the Addition and to prevent the Common Area from becoming a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Delinquency. All

costs incurred by Sedgwick County in carrying out the obligations of the Declarant or the Association may be assessed equally against all the Lots within the Addition in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should Declarant or the Association, their successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty (20) day period to be provided in said Notice, apply for a hearing before the Board of County Commissioners to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

Each of the Lots in the Addition shall provide four (4) off-street parking spaces per dwelling unit, including garages and driveway. This covenant, as well as all others herein, runs with the land and shall bind all future Owners and assigns. This covenant applies to the following Blocks and Lots:

- Block 1, Lots 1 through 50, inclusive
- Block 2, Lots 1 through 40, inclusive
- Block 5, Lots 1 through 13, inclusive

Section 6.08. Lawns and Trees. No tree having a diameter of three (3) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the DC. The Association may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, the Association and its agents may come upon any Lot during reasonable hours, and after reasonable notification to the owner, for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 6.09. Animals. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site.

Section 6.10. Signs. No sign or other advertising device of any nature shall be placed upon any lot except as may be provided herein and except for the usual and customary real estate broker signs advertising a lot as "for sale". The Association may, in its discretion, adopt and promulgate rules and regulations relating to signs. The Association may remove nonconforming signs upon three (3) days notice to the owner, such removal to be at the cost of said owner.

Section 6.11. Temporary Buildings/Modular Homes. No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a residence on a Lot. Modular or pre-engineered homes are prohibited.

Section 6.12. No Storage: Trash. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot or on the Common Area, except building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers therefore shall not be placed at the ends of driveways, on the parking, or lawns, but shall remain in or immediately adjacent to any container storage area, the garage or residence. Trash haulers shall pick up such containers at such location and shall return the same to such location on the pick-up day.

Section 6.13. Pipes. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 6.14. Association May Trim or Prune. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which, in the opinion of the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given not less than fifteen (15) days' prior written notice of such action.

Section 6.15. Motor Vehicles; Garages; Use of Lakes and Ponds. No motor vehicles of any type other than maintenance vehicles shall be operated on or in the Common Area or the sidewalks and running or bicycle paths, lakes or ponds, if any, located in the Common Area. Garage doors that face on a street shall be kept closed at all times except for purposes of entry, exit, or maintenance. No boats, canoes, inflatable rafts, or vessels of any type may be used on or in the lakes or ponds; nor shall there be any swimming or wading in the lakes or ponds. Bank fishing only shall be permitted.

Section 6.16. Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten feet (10') from the intersection of a 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 a sufficient height to avoid obstruction of such sight lines.

Section 6.17. Noxious, Dangerous, and Offensive Activities Prohibited. No noxious, dangerous, or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the Addition.

Section 6.18. Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow, and keep in good repair and condition, in accordance with the master drainage plan, any drainage channels and swales located on any Lot owned by such Owner.

Section 6.19. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Association, to be compatible with a high-quality residential neighborhood.

Section 6.20. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or for a real estate office including a temporary mobile or modular structure until all homes in the entire Balthrop Addition development are sold.

Section 6.21. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Association. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.

Section 6.22. Land Use. None of the Lots may be improved, used, or occupied for other than the uses as designated by the recorded plat thereof, applicable zoning regulations, and this Declaration, the most restrictive thereof to control in the event of any conflict.

Section 6.23. Requirement to Plant Lawn. Within one (1) year after occupancy of a residence on a Lot, the Owner thereof shall plant or sod the entire lawn, unless such date has been extended by the DC. In the event such lawn is not so installed, Declarant or the Association may, after giving written notice to any lot owner of such owner's failure to comply herewith, at any time after fifteen (15) days have expired from the date of such notice, install said lawn and collect from such owner the cost thereof. Declarant is hereby granted the right to enter upon any such lot for the purpose of performing same.

Section 6.24. Restrictions not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by, applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases, or this Declaration shall be taken to govern and control.

ARTICLE 7

Enforcement

The Association, Declarant, and any Owner, and each of them, 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 by the Association, Declarant, 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. The Association shall have the right to include in their claim for relief a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing its rights hereunder.

ARTICLE 8

Additional Land

Declarant may, from time to time, annex additional real property, including additional Common Areas, to the property covered by this Declaration, and thereby subject the same to all of the terms, provisions, and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During the ten (10) year period commencing with the date of the recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said ten (10) year period, such additional real property may be annexed provided that each such annexation is approved in writing by two-thirds (2/3) of the votes of the Members of the Association entitled to vote.

ARTICLE 9

Power of Assignment and Delegation

Declarant shall have the right and power to assign and delegate to the Association, or any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, and authority contained in this Declaration.

ARTICLE 10

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.

ARTICLE 11

Amendment

Section 11.01. Covenants Running With the Land. 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 they shall be automatically extended for successive periods of ten (10) years.

Section 11.02. Amendment by Declarant. Amendments to this Declaration made prior to the date on which Declarant delivers management to the Association shall become effective when approved in writing by Declarant and recorded in the office of the Register of Deeds of Sedgwick County, Kansas; provided, however, that such amendment shall not materially affect any right of any then existing mortgage holders or lot owners.

Section 11.03. Amendment: Other. Amendments to this Declaration other than those provided for in Section 11.02 shall be proposed and adopted in the following manner:

- a. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment shall be considered.

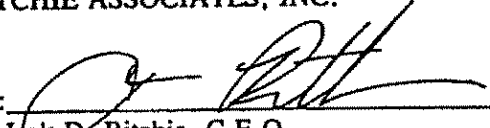
b. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board or by the membership of the Association. Unless otherwise specified in this Declaration, such proposed amendment must be approved by the owners of not less than two-thirds (2/3) of the votes in the Addition. Such votes may be cast in person or by proxy as provided for herein and in the bylaws of the Association.

c. Sedgwick County. Notwithstanding anything else in this Article 11 to the contrary, Section 6.07 shall not be amended without the prior approval of the County Commission of Sedgwick County, Kansas.

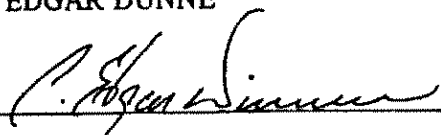
d. Recording. A copy of each amendment provided for in this Section shall be certified by the Board as having been duly adopted and shall be effective when filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 17th day of JULY, 1996.

RITCHIE ASSOCIATES, INC.

By: 
 Jack D. Ritchie, C.E.O.

C. EDGAR DUNNE

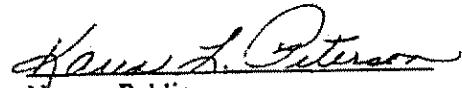


ACKNOWLEDGMENTS

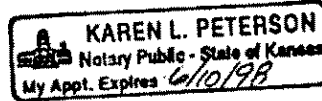
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 17th day of July, 1996, before me, a Notary Public within and for the County and State aforesaid, personally appeared Jack D. Ritchie, Chief Executive Officer of Ritchie Associates, Inc., a Kansas corporation, who is personally known to me and known to me to be the identical person who subscribed the name of the maker thereof to the within and foregoing Declaration of Covenants, Conditions, and Restrictions of Preston Trails as President thereof, and said person acknowledged to me his execution thereof as and for his free and voluntary act and deed, and for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal as of the date last above written.


Notary Public

My Appointment Expires:



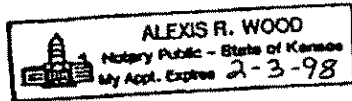
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 17th day of July, 1996, before me, a Notary Public within and for the County and State aforesaid, personally appeared C. Edgar Dunne who is personally known to me and known to me to be the identical person who subscribed the name of the maker thereof to the within and foregoing Declaration of Covenants, Conditions, and Restrictions of Preston Trails, and said person acknowledged to me his execution thereof as and for his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal as of the date last above written.

Alexis R Wood
Notary Public

My Appointment Expires:



1-50 ①
1-40 ②
1-13 ⑤ Balthrop
Ecs A,B,
D through H

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PRESTON TRAILS

THIS AMENDMENT is executed as of this 27th day of JUNE, 1997, by the undersigned.

RECITALS:

A. There has heretofore been placed of record by the predecessor of the undersigned that certain Declaration of Covenants, Conditions and Restrictions of Preston Trails, recorded July 29, 1996, at Film 1627, Page 1918, in the Office of the Register of Deeds of Sedgwick County, Kansas and which covered those lots described on Exhibit "A" hereto.

B. The undersigned Preston Trails, L.C., a Kansas limited liability company, has acquired all of the rights and interest of the Declarants under the Declaration, including, without limitation, the right to make Declarant amendments to the Declaration, as permitted therein.

C. The undersigned, also owning more than two-thirds (2/3) of the Lots covered by said Declaration at the date hereof, hereby agree to certain amendments thereto and wish to reduce the same to writing.

NOW, THEREFORE, it is hereby declared that the hereinabove described Declaration is amended as follows:

- 1. Section 1.01 thereof is hereby amended to add at the end thereof:

The Association shall have an annual members' meeting, which shall be held in Sedgwick County, Kansas, at least seventy-five (75) days before the beginning of each fiscal year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. The specific time and place of the meeting will be decided by the Association's Board of Directors. A quorum for a members' meeting shall consist of fifty-one percent (51%) of the votes entitled to be cast at the meeting; provided, however, that if a quorum is not present at the regularly called members' meeting, thirty percent (30%) of the votes entitled to be cast by members shall constitute a quorum at a subsequent members' meeting called to complete the business that could not be conducted for lack of a quorum.

- 2. Section 1.05 thereof is hereby amended to add at the end thereof:

Declarant's weighted vote shall expire upon the earliest to occur of: (a) the sale of seventy-five percent (75%) of the Lots in the Balthrop Addition to

10.00
OK
ENV

Return to: Larry G. Rapp
700 Nations Bank Financial Center
Wichita, KS 67202

Sedgwick County, Kansas that are covered by this Declaration from time to time,
or (b) March 31, 2003.

In all other respects and except as specifically herein amended, said Declaration shall
remain in full force and effect pursuant to its terms.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed
on the date first above written.

PRESTON TRAILS, L.C. (successor to
Ritchie Associates and C. Edgar Dunne)

By: Ritchie Associates, Inc., Manager

By: [Signature]
Kevin M. Mullen, President

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this 27th day of
June, 1997, by Kevin M. Mullen, President of Ritchie Associates, Inc., a Kansas
corporation, on behalf of the corporation.

[Signature]
Notary Public

My Appointment Expires
KAREN L. PETERSON
Notary Public - State of Kansas
My Appt. Expires 6/10/98

STATE OF KANSAS | ss
SEDGWICK COUNTY |
FILED FOR RECORD AT
10-60A M

1626507 2216

LARRY CONSOLVER
REGISTER OF DEEDS

[Signature]
Deputy

EXHIBIT "A"

Lots 1 through 50, inclusive, Block 1; Lots 1 through 40, inclusive, Block 2; and Lots 1 through 13, inclusive, Block 5; together with Reserves "A" and "B," and "D" through "H", inclusive in the Balthrop Addition to Sedgwick County, Kansas.

1663249 430

STATE OF KANSAS } SS
SEDCWICK COUNTY

JAN 30 4 46 PM '98



REGISTER OF DEEDS
LARRY G. RAPP

Larry G. Rapp
Deputy

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SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PRESTON TRAILS

THIS AMENDMENT is executed as of this 26 day of January, 1998, by
the undersigned.

RECITALS:

A. There has heretofore been placed of record by the predecessor of the undersigned that certain Declaration of Covenants, Conditions and Restrictions of Preston Trails (the "Declaration"), recorded July 29, 1996, at Film 1627, Page 1918, in the Office of the Register of Deeds of Sedgwick County, Kansas and which covered those lots described on Exhibit "A" hereto. A document entitled First Amendment to Declaration of Covenants and Restrictions of Preston Trails has been placed of record by the undersigned on August 21, 1997, at Film 1717, Page 0034, in the Office of the Register of Deeds of Sedgwick County, Kansas, covering said lots.

B. The undersigned Preston Trails, L.C., a Kansas limited liability company, has acquired all of the rights and interest of the Declarants under the Declaration, including, without limitation, the right to make Declarant amendments to the Declaration, as permitted therein.

NOW, THEREFORE, it is hereby declared that the herein above described Declaration is amended as follows:

1. Section 2.04 thereof is hereby amended by striking the original Section 2.04 and replacing it in its entirety with a new Section 2.04 reading as follows:

Section 2.04. Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant, and the Association as its successor, reserve the right to grant easements within the Common Area for the installation, repair, and maintenance of water mains, sewers, drainage courses, public walkways, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. Declarant, and the Association as its successor, shall have the further right during the development of the Balthrop Addition and of the Addition to alter and reconfigure the Common Area to accommodate development concerns as they may arise from time to time, including, but not limited to, granting further easements burdening the Common Area, including, without limitation, dedicating portions thereof for public rights of way and/or streets, granting easements for ingress and egress over and across the Common Area, and adding or deleting land area to the Common Area or any parcel thereof. The Association shall have the right to

*Return to Larry G. Rapp
Faulstich & Siffert
100 Nations Bank Center
Wichita, KS 67002*

100

mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of its purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder.

In all other respects and except as specifically herein amended, said Declaration shall remain in full force and effect pursuant to its terms.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed on the date first above written.

PRESTON TRAILS, L.C. (successor to Ritchie Associates and C. Edgar Dunne)

By: Ritchie Associates, Inc., Manager

By: *Kevin M. Mullen*
Kevin M. Mullen, President

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this 26th day of January, 1998, 1997, by Kevin M. Mullen, President of Ritchie Associates, Inc., a Kansas corporation, on behalf of the corporation.

Karen L. Peterson
Notary Public

My Appointment Expires:

KAREN L. PETERSON
Notary Public - State of Kansas
MY APPOINTMENT EXPIRES: 6/30/99

EXHIBIT "A"

Lots 1 through 50, inclusive, Block 1; Lots 1 through 40, inclusive, Block 2; and
Lots 1 through 13, inclusive, Block 5; together with Reserves "A" and "B," and
"D" through "H", inclusive in the Balthrop Addition to Sedgwick County, Kansas.

THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PRESTON TRAILS

THIS THIRD AMENDMENT is executed as of this 2nd day of February, 1999, by the undersigned.

RECITALS:

J. Brehan
Deputy

A. There has heretofore been placed of record by the predecessor of the undersigned that certain Declaration of Covenants, Conditions and Restrictions of Preston Trails (the "Declaration"), recorded July 29, 1996, at Film 1627, Page 1918, in the Office of the Register of Deeds of Sedgwick County, Kansas and which covered those lots described on Exhibit "A" thereto. A document entitled "First Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on August 21, 1997, at Film 1717, Page 0034, in the Office of the Register of Deeds of Sedgwick County, Kansas, covering said lots. A document entitled "Second Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on January 30, 1998, at Film 1755, Page 0990, in the Office of the Register of Deeds of Sedgwick County, Kansas, covering said lots.

B. The undersigned Preston Trails, L.C., a Kansas limited liability company, has acquired all of the rights and interest of the Declarants under the Declaration, including, without limitation, the right to make Declarant amendments to the Declaration, as permitted therein

C. Declarant desires to subject additional land to the Declaration.

NOW, THEREFORE, it is hereby declared that the Declaration is amended as follows:

1. The Declaration is hereby amended by adding the following additional real property to the definition of the "Addition" in the third "WHEREAS" clause of the Declaration. Such additional real property shall be subject to all of the covenants and restrictions contained in the Declaration as provided therein.

Lots 51 through 63, inclusive, Block 1; Lots 1 through 24, inclusive, Block 3; Lots 1 through 33, inclusive, Block 4; and Lots 1 through 10, inclusive Block 6; together with Reserve C in the Bathrop Addition to Sedgwick County, Kansas.



3rdAmend.preston.01
2-8-99

*In witness: Stephen A. ...
700 National Bank Building Co.,
Broadway at Douglas
Wichita, Mo 67202-2295*

S. W. S. C. E.

2. Article 2, Section 2.03 of the Declaration is hereby amended by adding platted Reserve C of the Balthrop Addition to Sedgwick County, Kansas, to the definition of the Common Area defined in said Section 2.03. Said Reserve C is platted for an entrance monument.

In all other respects and except as specifically herein amended, said Declaration shall remain in full force and pursuant to its terms.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed on the date first above written.

PRESTON TRAILS, L.C. (successor to Ritchie Associates and C. Edgar Dunne)

By: Ritchie Associates, Inc., Manager

STATE OF KANSAS)
SEDGWICK COUNTY) SS

FEB 12 4 23 PM '99

BILL FICK
REGISTER OF DEEDS

By: [Signature]
Kevin M. Mullen, President

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this 8th day of February, 1999, by Kevin M. Mullen, President of Ritchie Associates, Inc., a Kansas corporation, on behalf of the corporation.

[Signature: Krista L. Peterson]
Notary Public

My Appointment Expires:
9-27-99



STATE OF KANSAS) SS
SEDGWICK COUNTY)

1811804 3158

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Balthrop add *m*

Jul 15 11 21 AM '99

FOURTH AMENDMENT

BILL REEK
REGISTER OF DEEDS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

PRESTON TRAILS

Balthrop add

S. Christianou
Deputy

THIS THIRD AMENDMENT is executed as of this 9th day of July, 1999, by the undersigned.



RECITALS:

A. There has heretofore been placed of record by the predecessor of the undersigned that certain Declaration of Covenants, Conditions and Restrictions of Preston Trails (the "Declaration"), recorded July 29, 1996, at Film 1627, Page 1918, in the Office of the Register of Deeds of Sedgwick County, Kansas and which covered those lots described on Exhibit "A" thereto. A document entitled "First Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on August 21, 1997, at Film 1717, Page 0034, in the Office of the Register of Deeds of Sedgwick County, Kansas, covering said lots. A document entitled "Second Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on January 30, 1998, at Film 1755, Page 0990, in the Office of the Register of Deeds of Sedgwick County, Kansas, covering said lots. A document entitled "Third Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on February 12, 1999 at Film 1885, Page 1243, in the Office of the Register of Deeds of Sedgwick County, Kansas, which added new Lots to the coverage of the Declaration.

B. The undersigned Preston Trails, L.C., a Kansas limited liability company, has acquired all of the rights and interest of the Declarants under the Declaration, including, without limitation, the right to make Declarant amendments to the Declaration, as permitted therein

C. Declarant desires to amend the Declaration to clarify its application to the new Lots referenced in Recital A.

NOW, THEREFORE, it is hereby declared that the Declaration is amended as follows:

1. The Declaration is hereby amended by deleting Section 6.05 in its entirety and replacing it with a new Section 6.05, as follows:

Section 6.05. Fences. All lots may utilize such wrought iron fences or wood stockade type fences as may be approved by the DC provided that the same shall not exceed six feet (6') in height and, in the case of wood fences, shall be of "good

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6-30-99

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Balthrop add

After Recording Please Return To:

Larry G. Rapp
SOULSTON & SIEFKIN LLP
700 Nations Bank Bldg. Ctr.
Wichita, KS 67202

neighbor" type. Split rail, cedar fences with brick posts and wrought iron fences with brick shall be permitted provided the same have been previously approved by the DC. All other types of fences must be approved by both the DC and Board of the Association. In no event shall any chain link or woven wire fence of any type be permitted. Certain Lots have been designated as Lake Lots (Lots 42, 43, 47, 48 and 49, and Lots 51 through 59, inclusive, Block 1). Only approved wrought iron fences constructed pursuant to specifications provided by the DC will be permitted on Lake Lots. Privacy fences immediately adjacent to patios that are appurtenant to a home constructed on a Lake Lot shall be permitted upon the prior approval of the DC.

2. Section 6.07 of the Declaration is hereby amended by deleting the second paragraph thereof in its entirety and replacing it with a new second paragraph of said Section 6.07 as follows:

Each of the Lots in the Addition shall provide four (4) off-street parking spaces per dwelling unit, including garages and driveway. This covenant, as well as all others herein, runs with the land and shall bind all future Owners and assigns. This covenant applies to the following Blocks and Lots:

Block 1, Lots 1 through 63, inclusive
Block 2, Lots 1 through 40, inclusive
Block 3, Lots 1 through 24, inclusive
Block 4, Lots 1 through 33, inclusive
Block 5, Lots 1 through 13, inclusive
Block 6, Lots 1 through 10, inclusive

In all other respects and except as specifically herein amended, said Declaration shall remain in full force and pursuant to its terms.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed on the date first above written.

PRESTON TRAILS, L.C. (successor to Ritchie Associates and C. Edgar Dunne)

By: Ritchie Associates, Inc., Manager

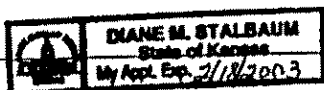
By: [Signature]
Kevin M. Mullen, President

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this 9th day of July, 1999, by Kevin M. Mullen, President of Ritchie Associates, Inc., a Kansas corporation, on behalf of the corporation.

[Signature]
Notary Public

My Appointment Expires:



**FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PRESTON TRAILS**

THIS FIFTH AMENDMENT is executed as of this 5th day of August, 2002, by the undersigned.

RECITALS:

A. There has heretofore been placed of record by the predecessor of the undersigned that certain Declaration of Covenants, Conditions and Restrictions of Preston Trails (the "Declaration"), recorded July 29, 1996, at Film 1627, Page 1918, in the Office of the Register of Deeds of Sedgwick County, Kansas, which covered certain lots in the Balthrop Addition to Sedgwick County, Kansas, described in the Declaration. A document entitled "First Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on August 21, 1997, at Film 1717, Page 0034, in the Office of the Register of Deeds of Sedgwick County, Kansas, covering said lots. A document entitled "Second Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on January 30, 1998, at Film 1755, Page 0990, in the Office of the Register of Deeds of Sedgwick County, Kansas, covering said lots. A document entitled "Third Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on February 12, 1999 at Film 1885, Page 1243, in the Office of the Register of Deeds of Sedgwick County, Kansas, which added new Lots to the coverage of the Declaration. A document entitled "Fourth Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on July 15, 1999 at Film 1942, Page 0098, in the Office of the Register of Deeds of Sedgwick County, Kansas.

B. The undersigned Preston Trails, L.C., a Kansas limited liability company, has acquired all of the rights and interest of the Declarants under the Declaration, including, without limitation, the right to make Declarant Amendments to the Declaration, as permitted in Article 11 thereof.

C. Declarant desires to subject additional land to the Declaration and to make certain other amendments to the Declaration as permitted in the Declaration.

NOW, THEREFORE, it is hereby declared that the Declaration is amended as follows:

1. The Declaration is hereby amended to add additional real property to the definition of the "Addition" as used in the Declaration by deleting the third "WHEREAS" clause thereof in its entirety and replacing it with a new third "WHEREAS" clause as follows:

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WHEREAS, it is the purpose and intention of this Declaration that that portion of said property that is legally described as:

Lots 1 through 50, inclusive, Block 1; Lots 1 through 40, inclusive, Block 2; Lots 1 through 13, inclusive, Block 5, inclusive, together with Reserves "A" and "B," and "D" through "H," inclusive, in the Balthrop Addition to Sedgwick County, Kansas;

Lots 51 through 63, inclusive, Block 1; Lots 1 through 24, inclusive, Block 3; Lots 1 through 33, inclusive, Block 4; and Lots 1 through 10, inclusive Block 6; together with Reserve "C" in the Balthrop Addition to Sedgwick County, Kansas; and

Lots 1 through 46, inclusive, Block 1; Lots 1 through 13, inclusive, Block 2; and Lots 1 through 14, inclusive, Block 3 in Balthrop Fourth Addition to Sedgwick County, Kansas

(collectively the "Addition), except as otherwise provided herein, shall be held and/or conveyed subject to the conditions and restrictions contained in this Declaration; and

2. Section 2.04 of the Declaration is hereby amended by changing the title thereof to "Reservation of Rights in the Common Area: Reconfiguration" and deleting the existing Section 2.04 in its entirety and replacing it with a new Section 2.04 as follows:

Section 2.04. Reservation of Rights in the Common Area: Reconfiguration. Notwithstanding any other provision of this Declaration, Declarant, and the Association as its successor, reserves the right to grant easements within the Common Area for the installation, repair, and maintenance of water mains, sewers, drainage courses, public walkways, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. Declarant shall have the further right during the development of the Addition to alter and reconfigure the Common Area to accommodate developmental concerns as they may arise from time to time, including, but not limited to, granting further easements burdening the Common Area, including, without limitation, dedicating portions thereof for public rights of way and/or streets, granting easements for ingress and egress over and across the Common Area, and adding or deleting land area to the Common Area or any parcel thereof from time to time. Reconfiguration of the Common Area to subtract land therefrom may be done by re-platting, or by the Declarant or the Association, as Declarant's successor, deeding a parcel of the Common Area to an Owner(s) or third party. Upon any conveyance of any portion of the Common Area to an Owner(s) or third party, such land shall automatically cease to be Common Area hereunder and the easements and rights of the Owners, occupants, and family members and guests hereunder shall cease automatically

with respect to such conveyed land. The Association shall have the right to mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of its purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder.

3. Section 6.08 of the Declaration is hereby amended by changing the title of thereof to "Lawns, Trees and Berms" and adding the following sentences to the end of Section 6.08:

Declarant may install a berm(s) along the eastern boundaries of Lots 18 through 25, inclusive, Lots 27 and 28, and Lots 37 through 39, inclusive, all in Block 1 of the Balthrop Fourth Addition to Sedgwick County, Kansas, and plant cedar trees on such berm(s) at Declarant's expense. Following the sale of any such Lot, the purchaser, and all subsequent owners thereof, shall be responsible for the care of the portion of the berm(s) and the cedar trees located on any such Lot. Such berm(s) and cedar trees located on such Lots will not be Common Area.

In all other respects and except as specifically herein amended, said Declaration shall remain in full force and pursuant to its terms.

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IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed on the date first above written.

PRESTON TRAILS, L.C. (successor to Ritchie Associates and C. Edgar Dunne)

By: Ritchie Associates, Inc., Manager

By: [Signature]
Kevin M. Mullen, President

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this 5th day of August, 2002, by Kevin M. Mullen, President of Ritchie Associates, Inc., a Kansas corporation, on behalf of the corporation.



[Signature]
Notary Public

My Appointment Expires:

STATE OF KANSAS) ss
SEDGWICK COUNTY)

AUG 5 4 05 PM '02



BILL MEEK
REGISTER OF DEEDS

[Signature]
Chief Deputy

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STATE OF KANSAS) ss

Annex Taylor

MAR 19 4 08 PM '03

DEPUTY



BILL MEEK
REGISTER OF DEEDS

**COVER PAGE
FOR
RECORDING PURPOSES**

**After Recording Return To:
Larry G. Rapp
Foulston Stefkin LLP
Bank of America Center
100 N. Broadway, Suite 700
Wichita, Kansas 67202-2295**

2000
ca/ENN

RETURN ABOVE

**SIXTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PRESTON TRAILS**

THIS SIXTH AMENDMENT is executed as of this 27th day of March, 2003, by the undersigned.

RECITALS:

A. There has heretofore been placed of record by the predecessor of the undersigned that certain Declaration of Covenants, Conditions and Restrictions of Preston Trails (the "Declaration"), recorded July 29, 1996, at Film 1627, Page 1918, in the Office of the Register of Deeds of Sedgwick County, Kansas, which covered certain lots in the Balthrop Addition to Sedgwick County, Kansas, described in the Declaration. A document entitled "First Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on August 21, 1997, at Film 1717, Page 0034, in the Office of the Register of Deeds of Sedgwick County, Kansas, covering said lots. A document entitled "Second Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on January 30, 1998, at Film 1755, Page 0990, in the Office of the Register of Deeds of Sedgwick County, Kansas, covering said lots. A document entitled "Third Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on February 12, 1999 at Film 1885, Page 1243, in the Office of the Register of Deeds of Sedgwick County, Kansas, which added new Lots to the coverage of the Declaration. A document entitled "Fourth Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on July 15, 1999 at Film 1942, Page 0098, in the Office of the Register of Deeds of Sedgwick County, Kansas. A document entitled "Fifth Amendment to Declaration of Covenants and Restrictions of Preston Trails" has been placed of record by the undersigned on August 5, 2002, at Film 2501, Page 1249, in the Office of the Register of Deeds of Sedgwick County, Kansas.

B. The undersigned Preston Trails, L.C., a Kansas limited liability company, has acquired all of the rights and interest of the Declarants under the Declaration, including, without limitation, the right to make Declarant Amendments to the Declaration, as permitted in Article 11 thereof.

C. Declarant desires to subject additional land to the Declaration and to make certain other amendments to the Declarant as permitted in the Declaration.

NOW, THEREFORE, it is hereby declared that the Declaration is amended as follows:

1. The Declaration is hereby amended to add additional real property to the definition of the "Addition" as used in the Declaration by deleting the third "WHEREAS" clause thereof in its entirety and replacing it with a new third "WHEREAS" clause as follows:

WHEREAS, it is the purpose and intention of this Declaration that that portion of said property that is legally described as:

Lots 1 through 50, inclusive, Block 1; Lots 1 through 40, inclusive, Block 2; Lots 1 through 13, inclusive, Block 5, inclusive, together with Reserves "A" and "B," and "D" through "H," inclusive, in the Balthrop Addition to Sedgwick County, Kansas;

Lots 51 through 63, inclusive, Block 1; Lots 1 through 24, inclusive, Block 3; Lots 1 through 33, inclusive, Block 4; and Lots 1 through 10, inclusive Block 6; together with Reserve "C" in the Balthrop Addition to Sedgwick County, Kansas;

Lots 1 through 46, inclusive, Block 1; Lots 1 through 13, inclusive, Block 2; and Lots 1 through 14, inclusive, Block 3 in Balthrop Fourth Addition to Sedgwick County, Kansas; and

Reserve "A" and Reserve "B" in Balthrop Second Addition to Sedgwick Couth, Kansas

(collectively the "Addition), except as otherwise provided herein, shall be held and/or conveyed subject to the conditions and restrictions contained in this Declaration; and

2. In all other respects and except as specifically herein amended, said Declaration shall remain in full force and pursuant to its terms.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed on the date first above written.

PRESTON TRAILS, L.C. (successor to
Ritchie Associates and C. Edgar Dunne)

By: Ritchie Associates, Inc., Manager

By: 
Kevin M. Mullen, President

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this 12th day of March, 2003, by Kevin M. Mullen, President of Ritchie Associates, Inc., a Kansas corporation, on behalf of the corporation.



Angie M. Holden
Notary Public

My Appointment Expires:

7-25-03