



Sedgwick County
Register of Deeds - Bill Meek
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**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF ST ANDREW'S PLACE**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment" or "Amendment") is made and granted as of the 4th day of September, 2008, by Kick "N" Development Corp. (hereinafter referred to as "Owner", "Declarant" or "Developer"), a Kansas corporation, for itself, its successors, grantees and assigns.

WITNESSETH:

WHEREAS, on the 6th day December, 2000, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions of St Andrew's Place ("Declaration") and caused the Declaration to be recorded on December 13, 2000 as Document No. 1936311, in the Office of the Sedgwick County Register of Deeds, on Film 2122, commencing at Page 0035, covering the following described real property, to wit:

ST ANDREW'S PLACE
An Addition to Goddard
Sedgwick County, Kansas

such real property being hereinafter referred to as the "Property" or the "Land"; and

WHEREAS on the 25th day of March, 2004 Declarant amended the Declaration of Covenants, Conditions, and Restrictions by the adoption of the First Amendment to the same and caused the same to be recorded on August 20, 2004 in the office of the Sedgwick County Register of Deeds, at DOC#/FLM-PG 28600402 covering the hereinabove described real property; and

WHEREAS, Section 16.01 of Article XVI of the Declaration authorizes Declarant, in its discretion, to amend the Declaration so long as Declarant owns at least one lot in the Property;

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NOW, THEREFORE, Declarant does hereby amend said Declaration as follows:

1. Section 7.16 is hereby amended to hereinafter read as follows:

7.16. Vehicles. No automobile, truck, motorcycle, boat, trailer of any type, camper, recreational vehicle or any other vehicle of any type or description may be stored or permanently, continually or regularly parked in or on any street or in the open on any Lot or driveway; provided, however, boats (other than pontoon boats which are specifically excluded) may be continually or regularly parked in any area enclosed by a fence of at least six (6) feet in height and constructed in accordance with the requirements of this Declaration. Vehicle repairs other than ordinary light maintenance are not permitted on the Property. For purposes of this paragraph 7.16 "stored, permanently, continually or regularly parked" shall mean parking or storing said vehicle on a Lot or street for more than forty-eight (48) continuous hours.

2. Sections 7.18 and 7.19 are hereby amended to hereafter read as follows:

7.18. Fencing-General. All fences hereafter constructed, replaced or reconstructed shall first be approved by the Architectural Control Committee.

7.19. Fencing-Lakeside Lots. All fences hereafter constructed, replaced or reconstructed on Lakeside Lots shall first be approved by the Architectural Control Committee.

3. Declarant certifies that this SECOND AMENDMENT has been executed in accordance with Sections 14.2 and 16.01 of the Declaration and is effective and valid pursuant to the terms and provisions of the Declaration.

4. Except as herein expressly amended, the Declaration is hereby ratified and confirmed. This Amendment shall be effective as of the date of recording.

5. Declarant represents and warrants that as of the date of this SECOND AMENDMENT, Declarant owns lots in the Development.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

