



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29260643

Receipt #: 1801940
Pages Recorded: 4
Cashier Initials: KV

Recording Fee: \$20.00
Authorized By 

Date Recorded: 12/20/2011 3:43:24 PM



**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ST. ANDREW'S PLACE
OF
GODDARD, SEDGWICK COUNTY KANSAS**

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ST. ANDREW'S PLACE ("FOURTH AMENDMENT" OR "AMENDMENT") is made this 16th day of December, 2011, by Kick "N" Development Corp. ("Developer"), for itself, its successors, grantees and assigns.

WITNESSETH:

WHEREAS on the 6th day of December, 2000, Developer executed that certain Declaration of Covenants, Conditions and Restrictions of the St. Andrew's Place ("Declaration") and caused the same to be recorded on the 12th day of December, 2000 as Document Number 1936311, in the office of the Sedgwick County Register of Deeds, on Film 2122, commencing at Page 0035, covering the following described real property (the "Property"), to wit:

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

The Property and subsequent additions to the Property are encumbered by and subject to the Declaration, as amended;

WHEREAS on the 25th day of March, 2004, Developer executed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of St. Andrew's Place ("First Amendment") and caused the same to be recorded on the 20th day of August, 2004 as Document Number 28600402, in the office of the Sedgwick County Register of Deeds;

WHEREAS on the 13th day of March, 2008, Developer executed that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of St. Andrew's Place ("Second Amendment") and caused the same to be recorded on the 3rd day of April, 2008 as Document Number 28964440, in the office of the Sedgwick County Register of Deeds;

WHEREAS on the 4th day of September, 2008, Developer executed that certain Second [Restated] Amendment to Declaration of Covenants, Conditions and Restrictions of St. Andrew's Place ("Second Restated Amendment") and caused the same to be recorded on the 10th day of September, 2008 as Document Number 29005882, in the office of the Sedgwick County Register of Deeds; and

WHEREAS on the 11th day of May, 2009, Developer executed that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions of St. Andrew's Place ("Third Amendment") and caused the same to be recorded on the 2nd day of September, 2009 as Document Number 29088258, in the office of the Sedgwick County Register of Deeds.

NOW, THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE RECORD OWNERS HEREBY AMENDS THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ST. ANDREW'S PLACE AS FOLLOWS:

Developer does hereby add the following described real property to the Declaration and imposes thereon the covenants, conditions, restrictions and limitations set forth and contained in the Declaration, and all amendments thereto, including, without limitation, the amendment(s) contained in this FOURTH AMENDMENT, to wit:

All of ST. ANDREW'S PLACE 4TH,
An Addition to Goddard, Sedgwick County,
Kansas as shown on the plat or plats thereof.

Such real property to be included in the definition of "Property" under Section 1.12 of the Declaration.

Amend Article XIII as follows:

- Replace Section 13.01 Right to Enforce with the following:

13.01. Right to Enforce. Developer, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration including the authority to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs, subject to reimbursement, of any such action or other enforcement procedure. Developer, its successors or assigns in their sole discretion, shall determine compliance with this Declaration, for so long as Developer, its successors or assigns own at least one (1) Lot in the Development (including land added to the Development), and in the event a Lot is not in compliance within ten (10) days of notice of non-compliance to the Owner of such Lot, said Owner shall pay Damages in accordance with Section 13.05 below.

- Add the following new Sections:

13.04. Notice of non-compliance and hearing. Once Developer has relinquished its interest in the Development to the Association, the Board of Directors of the Association shall have the authority to determine compliance with this Declaration. Upon receipt of an allegation of a Lot's non-compliance under Article VII, USE, OCCUPANCY AND CONDUCT RESTRICTIONS, (excluding Sections 7.10, 7.11 and 7.12) the Board of Directors shall review the allegation and determine if action is necessary. If the Board of Directors determines that action is necessary, the Owner of the Lot shall be notified in writing of the allegation and the Owner shall have ten (10) days to request a hearing with the Board of Directors to dispute the allegation. If the Owner fails to respond to the notification within ten (10) days, or after a hearing, the Board of Directors determines the Owner's dispute of the allegation is without merit, the Board of Directors shall notify the Owner in writing of the Board of Directors' determination of non-compliance. If the allegation of non-compliance is under Sections 7.10, 7.11 or 7.12, no hearing shall be available, it being in the Board of Directors' sole discretion to determine non-compliance based on the Board of Directors' independent review, and the Board of Directors shall notify the Owner in writing if the Board of Directors determines the Lot is not in compliance with the Declaration. Owner shall have ten (10) days from the date of the notice of non-compliance to bring the Lot into compliance, determination of compliance to be in the Board of Directors' sole discretion.

13.05. Damages for breach of Declaration. In the event the Lot is not in compliance within ten (10) days of the notice of non-compliance, the Owner shall pay the Association an amount equal to \$50 multiplied by the number of days of non-compliance from the date of the notice of non-compliance, not to exceed \$500 per month of non-compliance, not as a penalty but as liquidated damages for the Owner's breach of the Declaration. Such amount due shall become a lien on the Lot as soon as it is due and payable; provided, however, such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on the Lot. In the event of Owner's failure to pay the amount due within thirty (30) days from the date levied, then such amount due, from the thirtieth (30th) day after levy shall bear interest at Ten Percent (10%) per annum, compounded. The liquidated damages provisions of this Section 13.05 shall be in addition to, not in lieu of, the right of Developer, the Board of Directors, the Association or any Owner to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions per Sections 11.04 and 13.01 of this Declaration.

The undersigned certifies that this FOURTH AMENDMENT has been executed in accordance with Section 16.01, Article XVI of the Declaration and is in effect and valid pursuant to all terms and provisions of the Declaration.

If any restriction, condition, covenant or reservation contained in this FOURTH AMENDMENT shall at any time be held invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation or any part thereof, shall be affected or impaired. Failure of the Developer or the Board of Directors of the Association or of any Owner to enforce any of the restrictions, conditions, covenants or reservation contained herein shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant or reservation.

Except as herein expressly amended, the Declaration, First Amendment, Second Amendment, Second Restated Amendment, Third Amendment and Fourth Amendment are hereby ratified and confirmed. This Amendment shall be effective as of the date of recording.

KICK "N" DEVELOPMENT CORP.

Paul Kelsey
By: Paul Kelsey, President

12/14/11
Date

STATE OF KANSAS)

) ss:

SEDGWICK COUNTY)

This instrument was acknowledged before me on December 16, 2011 by Paul Kelsey, President, Kick "N" Development Corp.

Brenda Wright
(Signature of notarial officer)

My appointment expires: 8-12-13

