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HLN2627 PAGE 1007

STATE OF KANSAS 1993  
REGISTER OF DEEDS

FEB 7 3 23 PM '03

BILL MEER  
REGISTER OF DEEDS



Linda Baker  
Deputy

GRANTOR Lee Wood Homes, Inc.

GRANTEE Eagles Landing @ North Oliver Add

TYPE OF DOCUMENT Misc  
NUMBER OF PAGES 1

RECORDING FEES 20.00

MTG REG TAX \_\_\_\_\_

TOTAL AMT 20.00

- CA
- CC
- CK
- UC
  
- CN
- FT
- GT
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This page is added to this document in compliance with  
KSA 28-115

20.00  
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Sherwood & Harper P.O. Box 830 Wichita, KS 67201

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
EAGLES LANDING AT NORTH OLIVER ADDITION**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Eagles Landing at North Oliver Addition ("Addition") was filed with the Register of Deeds of Sedgwick County, Kansas, at Film 2327 at Page 2387; and,

WHEREAS, Leewood Homes, Inc. was the Declarant in the Declaration; and,

WHEREAS, Section 11.02 reserved to the Declarant the right to amend the Declaration; and,

WHEREAS, Declarant desires to amend the Declaration upon the terms and conditions as hereinafter set forth,

NOW, THEREFORE, the Declaration of Covenants, Conditions, and Restrictions of Eagles Landing at North Oliver Addition is hereby amended as follows:

1. Section 1.08 shall be added to read as follows:

Section 1.08. Turnover of Operations. Declarant shall convey legal title to the Association of the Common Area in an "as is" condition subject to all easements, rights-of-way, mortgages, encumbrances, and liens for non-delinquent ad valorem taxes and special assessments. Declarant shall appoint residents to serve on the Board of the Association at such time as residences are occupied on five (5) lots. Promptly thereafter, the Board shall elect the officers and adopt the By-Laws of the Association. The Board shall diligently carry on the duties of the Association as specified in the Declaration.

2. Section 2.02 shall be amended to read as follows:

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 of the Association and all residents of

the Addition and upon the owners of Lots in Eagles Landing at North Oliver Addition who are hereby granted an easement of enjoyment in the Common Area.

3. Section 6.05 shall be amended as follows:

Section 6.05. Fences. Only fences constructed pursuant to the DC's then current policy guidelines and specifically approved in writing in advance by the Declarant or the DC shall be permitted. Privacy fences immediately adjacent to patios that are appurtenant to a residence shall be permitted, but only upon receiving prior written approval of the Declarant or the DC. No fences shall obstruct the view of the Common Area from other Lots.

4. Section 6.15 shall be amended as follows:

Section 6.15. Motor Vehicles; Garages. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalks. Garage doors that face on a street shall be kept closed at all times except for purposes of entry, exit or maintenance.

5. Article 7 shall be amended to read as follows:

Section 7.01. Enforcement of Covenants. The Association, Declarant, or any Owner, together or separately, 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. The Association, Declarant, or other Owner, shall have the right to include in their claim for relief a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder.

Section 7.02. Failure to Enforce Covenants. Failure by the Association, Declarant, or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither shall failure by the Association to enforce the provisions hereof against any Owner nor violation hereof by any Owner be deemed a waiver of any provision hereof as to any other Owner.

Section 7.03. Suspension of Vote. Any Member who is in violation of this Declaration, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any Member who fails to pay any assessments established pursuant to the terms hereof shall not be entitled to vote during any period in which any such assessments are due and unpaid.

This Amendment is executed by Declarant as of this 5<sup>th</sup> day of February, 2003.

LEEWOOD HOMES, INC.

BY Joe H. Lee, Pres.  
JOE H. LEE, President

STATE OF KANSAS            )  
  ) ss:  
SEDGWICK COUNTY        )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2003, by JOE H. LEE, President of LEEWOOD HOMES, INC., a Kansas corporation, for and on behalf of said corporation.

My appointment expires:

January 12, 2004

Marilyn G. Appelhans  
Notary Public

