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BUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDS
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**CERTIFICATE OF
AMENDMENT TO DECLARATION OF
COVENANTS CONDITIONS AND RESTRICTIONS
OF NORTH MEADOW HOME OWNERS ASSOCIATION**

I, PAUL KOENIG, Secretary of the North Meadow Home Owner's Association, Inc., do hereby certify that the following Amendments to the Declaration of Covenants Conditions and Restrictions of North Meadow Home Owners Association dated March 20, 1995 and recorded on March 24, 1995 in Book 734, Page 359 of the Office of the Register of Deeds of Butler County, Kansas (the "Declaration") governing the following additions, to wit:

- All Blocks and Lots in North Meadow Addition, Butler County, Kansas
- All Blocks and Lots in North Meadow Third Addition, Butler County, Kansas
- All Blocks and Lots in Quail Crossing Addition, Butler County, Kansas
- All Blocks and Lots in Andover Heights 8th Addition, Butler County, Kansas

hereinafter collectively referred to as the "North Meadow Subdivision" were adopted by the owners of more than a majority of the lots subject to the Declaration as required by Section 11.2 of the Declaration and that at the time of the adoption of the following Amendments, the original Declarant, Builders, Inc., did not own any Lot subject to the Declaration. Said Amendments to the Declaration are as follows:

WHEREAS, the undersigned Owners constituting a majority of the Owners of the Lots subject to the Declaration of Covenants, Conditions and Restrictions of North Meadow Home Owners Association dated March 20, 1995 and recorded on March 24, 1995 in Book 734, Page 359 of the Office of the Register of Deeds of Butler County, Kansas (the "Declaration") affirm that the General Purpose of the Declaration is "to provide that the Property shall be developed and maintained as a residential area of high quality, value, desirability and attractiveness," as provided in section 2.1 of the Declaration; and

WHEREAS, Section 1.1 of the Declaration provides that the covenants and restrictions of the Declaration are for the "protection of the value of the Property;" and

WHEREAS, all of the Lots in the North Meadow subdivision are part of the "Property" as that term is defined in the Covenants; and

WHEREAS, the undersigned owners recognize that the value of the "Property" will be adversely affected by the unrestricted leasing of the single family homes in the North Meadow subdivision and that the stated goals of the Declaration will be promoted by reasonable restrictions that will promote the objectives of inhibiting transiency while at the same time promoting a certain degree of continuity of residence;

REC
COMP
NUM

[Handwritten initials and a checkmark]

NOW THEREFORE, pursuant to Section 11.2 of the Declaration, the Declaration shall be and is hereby amended as follows by adding the following provisions to Article IV of the Declaration:

4.34. Leasing Restriction for Owners of Record as of the Date of the Filing of this Amendment. Except as otherwise authorized by a waiver granted by the Board as specifically enumerated herein, no Owner of a Lot shall rent or lease such Lot or any portion of a Lot for business, speculative investment or any other purpose. Further, no Owner of any Lot may enter into any form of "Rent to Own" agreement for such Lot or any portion of a Lot. Provided, however, any Owner renting or leasing a Lot as of the date of recording of this Amendment may continue renting or leasing such Lot for a period of time not to exceed the earlier occurrence of: (I) the sale, assignment, conveyance, contribution or other transfer of the Lot by the Owner as of the date of recording of this Amendment; (ii) the death of the Owner of the Lot; (iii) the cessation by the Owner to rent or lease the Lot for more than three (3) consecutive months following the date of recording of this Amendment; or (iv) three (3) years. The Board may grant a waiver to this rental or leasing limitation for any hardship situation that may require temporary leasing including, but not limited to, loss of employment, a call to military service, a temporary or permanent job transfer, or a family illness. Any waiver granted under this provision must be in writing, signed by the President of the Board, and shall expire within one year of being granted unless otherwise extended in writing by the Board. No request for a waiver will be considered by the Board if the Owner owes the Association any money; there is an unsatisfied Lien in favor of the Association against any Lot owned by the Owner; there is a pending lawsuit between the Board and the Owner; or the Owner has received written notice from the Board of a covenant violation and the covenant violation has not been cured to the satisfaction of the Board.

4.35. Leasing Restriction for Persons Who Become Owners of Record after the Date of the Filing of this Amendment. Except as otherwise authorized by a waiver granted by the Board as specifically enumerated herein, no Owner of a Lot shall rent or lease such Lot or any portion of a Lot for business, speculative investment or any other purpose. Further, no Owner of any Lot may enter into any form of "Rent to Own" agreement for such Lot or any portion of a Lot. The Board may grant a waiver to this rental or leasing limitation for any hardship situation that may require temporary leasing including, but not limited to, loss of employment, a call to military service, a temporary or permanent job transfer, or a family illness. Any waiver granted under this provision must be in writing, signed by the President of the Board, and shall expire within one year of being granted unless otherwise extended in writing by the Board. No request for a waiver will be considered by the Board if the Owner owes the Association any money; there is an unsatisfied Lien in favor of the Association against any Lot owned by the Owner; there is a pending lawsuit between the Board and the Owner; or the Owner has received written notice from the Board of a covenant violation and the covenant violation has not been cured to the satisfaction of the Board.

I further certify that Documents containing copies of the Amendments stated above containing the original signatures of the homeowners are attached to this Certificate of Amendment. At the time of the filing of this Certificate, 120 Lots were subject to the Declaration, and the Amendments were approved by the owners of 66 Lots, which constitute more than a majority of the Lots subject to the Declaration as shown by the records of the office of the Register of Deeds of Butler County, Kansas. The names of the property owners, addresses and legal descriptions of the lots owned by the persons approving the Amendments are as follows:

Name	Address	Legal Description
Kasha M. and Tommy M. Luckner	1803 N. Columbine	Block 3, Lot 15, North Meadow 3 rd Addn.
Lewis A. and Stacey L.S. Ryan	1846 N. Columbine	Block 2, Lot 1, North Meadow 3 rd Addn.
Ron D. and Stephanie Franssen	1735 N. Columbine	Block 3, Lot 19, North Meadow 3 rd Addn.
Carey and Laurelee Kenyon	1810 N. Columbine	Block 2, Lot 20, North Meadow 3 rd Addn.
Vicky M. Harvey-Lavato & Carlos Lovato	1809 N. Columbine	Block 3, Lot 12, North Meadow 3 rd Addn.
Jean and Logan Burns	1730 N. Columbine	Block 2, Lot 31, North Meadow 3 rd Addn.
Stephen P. and Sharon K. Weldon	1838 N. Columbine	Block 2, Lot 5, North Meadow 3 rd Addn.
Rod and Hollie Shea	2004 N. Lakeside Drive	Block 3, Lot 4, Quail Crossing Addn.
Douglas S. and Elizabeth M. Nolte	1836 N. Columbine	Block 2, Lot 6, North Meadow 3 rd Addn.
David and Angie Channel	1824 N. Columbine Cir.	Block 2, Lot 15, North Meadow 3 rd Addn.
James G. and Sophia Davis	1742 N. Columbine	Block 2, Lot 25, North Meadow 3 rd Addn.
Paul G. Jr. and Veronica L. Stuart	1820 N. Columbine	Block 2, Lot 17, North Meadow 3 rd Addn.
Heather Borsdorf	1805 N. Columbine	Block 3, Lot 14, North Meadow 3 rd Addn.
Lance B. and Holli N. Courson	1740 N. Columbine	Block 2, Lot 26, North Meadow 3 rd Addn.
Todd Drake	1732 N. Columbine	Block 2, Lot 30, North Meadow 3 rd Addn.
James and Delores Stewart	1812 N. Columbine	Block 2, Lot 19, North Meadow 3 rd Addn.
Christina and Brook Roberts	1936 N. Lakeside Drive	Block 3, Lot 6, Quail Crossing Addn.
Aaron Fisher	1817 N. Columbine	Block 3, Lot 11, North Meadow 3 rd Addn.
Raymond J. and Michele Tuschhoff	1806 N. Columbine	Block 2, Lot 22, North Meadow 3 rd Addn.
Caroline Moore and Randy A. Moore	2018 N. Lakeside Drive	Block 3, Lot 2, Quail Crossing Addn.
Scott R. and Jenifer E. Thomas	1918 N. Pine View Drive	Block 3, Lot 8, Andover Hights 8 th Addn.
Deana and Korey J. Torgerson	1843 N. Columbine	Block 3, Lot 7, North Meadow 3 rd Addn.
Steven T. and Dana R. Coltrane	2015 N. Northridge	Block 1, Lot 2, North Meadow Addn.
Jolene K. and Jerry A. Rose	1936 N. Northridge	Block 2, Lot 10, North Meadow Addn.
Ramona and David M. Bell	1734 N. Columbine	Block 2, Lot 29, North Meadow 3 rd Addn.
Patricia and Byron K. West	542 W. Grace Avenue	Block 3, Lot 7, North Meadow Addn.
Bryan and Kayla Cure	1820 N. Lakeside Drive	Block 3, Lot 3, North Meadow 3 rd Addn.
Paul M. Koenig	1834 N. Columbine Cir.	Block 2, Lot 7, North Meadow 3 rd Addn.
Elton Parsons	1830 N. Lakeside Drive	Block 3, Lot 5, North Meadow 3 rd Addn.
Kevin and Jennifer Stiles O'Connor	1812 N. Lakeside Drive	Block 3, Lot 2, North Meadow 3 rd Addn.
Byron and Carrie M. Stout	1839 N. Columbine	Block 3, Lot 9, North Meadow 3 rd Addn.
Edward O. and Kim J. Renick	1804 N. Lakeside Drive	Block 3, Lot 1, North Meadow 3 rd Addn.
David Long	1851 N. Terry Lane	Block 2, Lot 14, North Meadow 3 rd Addn.
Marie H. McGovern	1854 N. Terry Lane	Block 2, Lot 12, North Meadow 3 rd Addn.
Rebecca L. and Troy Hertel	1815 N. Lakeside Drive	Block 1, Lot 5, North Meadow 3 rd Addn.
Adam Huntington	1801 N. Lakeside Drive	Block 1, Lot 3, North Meadow 3 rd Addn.
Jeffery D. and Traci D. Chambers	1937 N. Pine View Drive	Block 2, Lot 7, Andover Hights 8 th Addn.
Andy and Sharnell Mullen	2007 N. Pine View Drive	Block 2, Lot 4, Andover Hights 8 th Addn.
Damon C. and Kristi D. Ward	1824 N. Lakeside Drive	Block 3, Lot 4, North Meadow 3 rd Addn.
William Bruce and Betty J. Bales	2012 N. Lakeside Drive	Block 3, Lot 3, Quail Crossing Addn.
Margaret J. Jones and Vickie Hummel	2004 N. Northridge	Block 2, Lot 7, North Meadow Addn.
Teresa J. Turner	1944 N. Lakeside Drive	Block 3, Lot 5, Quail Crossing Addn.
Tammy and Elisha J. Brumfield	554 W. Grace Avenue	Block 3, Lot 5, North Meadow Addn.
Elizabeth A. and Darrel Sears	1844 N. Columbine	Block 2, Lot 2, North Meadow 3 rd Addn.

Geralyn and Lee E. Elder	1950 N. Northridge	Block 2, Lot 9, North Meadow Addn.
Karen and Rex L. Roney	1816 N. Columbine	Block 2, Lot 18, North Meadow 3 rd Addn.
Shane and April Phillips	1737 N. Columbine	Block 3, Lot 18, North Meadow 3 rd Addn.
Scott D. and Margaret L. Smith	1931 N. Northridge	Block 1, Lot 5, North Meadow Addn.
Rose Amber and Michael D. Ingram	1826 N. Columbine Cir.	Block 2, Lot 11, North Meadow 3 rd Addn.
Rhonda R. and Loren J. Kessinger	1929 N. Pine View Drive	Block 2, Lot 8, Andover Hgts 8 th Addn.
Kelley M. and Barry T. Cargle	2025 N. Northridge	Block 1, Lot 1, North Meadow Addn.
Tara and Todd Grisier	2024 N. Northridge	Block 2, Lot 4, North Meadow Addn.
Wade J. and Suzanne S. Taylor	1841 N. Lakeside Drive	Block 1, Lot 9, North Meadow 3 rd Addn.
Kathryn K. Franklin	2012 N. Pine View Drive	Block 3, Lot 1, Andover Hgts 8 th Addn.
Brad and Amy Remington	1809 N. Lakeside Drive	Block 1, Lot 4, North Meadow 3 rd Addn.
Jeffrey A. and Sara K. Young	1944 N. Northridge	Block 2, Lot 9, North Meadow Addn.
Stephanie and Troy B. Reneau	1738 N. Columbine	Block 2, Lot 27, North Meadow 3 rd Addn.
Garry S. and Johnadine Jester	1926 N. Pine View Drive	Block 3, Lot 7, Andover Hgts 8 th Addn.
Cipriano Jaimes and Enedina Martinez	1802 N. Columbine	Block 2, Lot 24, North Meadow 3 rd Addn.
Regina Ketterman	1932 N. Pine View Drive	Block 2, Lot 6, Andover Hgts 8 th Addn.
Tatara S. Braton	1924 N. Northridge	Block 2, Lot 12, North Meadow Addn.
Lisa and Brad A. Scheopner	1836 N. Columbine	Block 3, Lot 6, North Meadow 3 rd Addn.
Tonya and Scott E. Allen	1944 N. Pine View Drive	Block 3, Lot 4, Andover Hgts 8 th Addn.
Julia and Martin Shetlar	1830 N. Columbine Cir.	Block 2, Lot 9, North Meadow 3 rd Addn.
Clayton and Sydney Kaus	2034 N. Northridge	Block 2, Lot 2, North Meadow Addn.
Rosemary A. and George H. Hooper	1736 N. Columbine	Block 2, Lot 28, North Meadow 3 rd Addn.

IN WITNESS WHEREOF, the undersigned Secretary of Secretary of the North Meadow Home Owner's Association, Inc. has executed this Certificate of Amendment this 20 day of October ____ 2008.

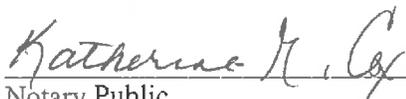


Paul Koenig
1834 N. Columbine Circle
Andover, Kansas 67002

State of Kansas, County of Butler, ss:

This instrument was acknowledged before me on October 20, 2008 by Paul Koenig, as Secretary of Secretary of the North Meadow Home Owner's Association, Inc.





Notary Public
Katherine M. Cox

My appointment expires: