



Sedgwick County  
Register of Deeds - Bill Hesse  
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**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS FOR TYLER'S LANDING**

THIS FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR TYLER'S LANDING ("First Amendment") is made and executed on this 29 day of September, 2009, by TYLER'S LANDING HOMEOWNERS' ASSOCIATION, a Kansas not-for-profit corporation ("Tyler's Landing HOA").

WHEREAS, R & R Realty, LLC, a Kansas limited liability company ("Developer") filed with the Register of Deeds Office, Sedgwick County, Kansas, that certain Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Tyler's Landing Addition dated September 29, 2003, and recorded at Film 2790, Page 1745 on September 30, 2003 (the "Declaration"); and

WHEREAS, Developer no longer owns fifty percent (50%) of the Lots located upon the property described as Tyler's Landing Addition, Wichita, Sedgwick County, Kansas, and Tyler's Landing HOA is primarily responsible for the enforcement of the Declaration; and

WHEREAS, at a duly called meeting of the Members of Tyler's Landing HOA held July 28, 2009, more than two-thirds of the members in attendance, either in person or by proxy, approved amending the Declaration to condition the use of an Owner's Lot for renting and leasing, as evidenced by the Secretary's Certificate attached hereto as Exhibit "A" and thereby made a part hereof; and

WHEREAS, Tyler's Landing HOA, pursuant to the power and authority to amend so granted in the Declaration in Section 11.10 desires to amend the Declaration with respect to use of Lots by Owners.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tyler's Landing HOA hereby causes the amendment of the Declaration as follows:

1. A new Section 5.36 shall be added and inserted in its entirety to the Declaration as follows:

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"5.36. Prohibition to Rent or Lease. From and after August 31, 2009, no Owner of a Lot or Lots shall lease or rent said Owner's Lot or Lots. Any Owner who has previously rented or leased or currently is leasing or renting its Lot or Lots as of August 31, 2009, shall be permitted to continue leasing and renting the Lot or Lots from and after August 31, 2009, subject to the terms, covenants, obligations, and provisions of the Declaration inclusive of the rental and lease assessment established by the Association under Section 4.14, the rent and leasing assessment. Should an Owner be found to be in violation of the leasing and renting restriction so described herein, Owner shall be subject to significant penalties and/or fines as determined by the Board in its sole discretion and enforce such fines pursuant to the authority so granted under Section 6.1, I."

2. Section 4.14 is hereby inserted as an amendment hereto as follows:

"4.14 Assessment for Renting and Leasing. Due to the additional administration to police compliance and the risk of additional costs and expenses to insure the residences rented and leased by Owners remain in good order and repair and fully comply with the Declaration, the Association shall be authorized, through the Board, each year to establish an appropriate amount to assess each Lot and each Owner which is rented or leased necessary to carry out the rights, duties, and functions of the Association. The assessment herein may be paid annually, quarterly, or monthly as specified by the Board from time to time. Should the Owner fail to pay the assessment so provided herein, the Association shall have authority to collect and enforce collection of such assessment as so provided under Article IV herein."

3. The Declaration is hereby amended to conform with the provisions of this First Amendment and shall become effective, running with the Land, upon its due recording in the Register of Deeds Office, Sedgwick County, Kansas. Except as otherwise provided in this First Amendment, the Declaration shall remain in full force and effect.

THIS FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND DISCLOSURES FOR TYLER'S LANDING has been executed on the date first written above.

Tyler's Landing Homeowners' Association,  
a Kansas not for profit corporation

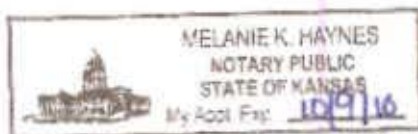
By: 

Vinny Grace, President

STATE OF KANSAS           )  
  ) ss:  
SEDGWICK COUNTY        )

BE IT REMEMBERED, that on this 2nd day of September, 2009, before me, a Notary Public in and for the County and State aforesaid, personally appeared Vinny Gerace, President of Tyler's Landing Homeowners' Association, a Kansas not-for-profit corporation, who is personally known to me to be the same person who executed as such, the above and foregoing instrument in writing on behalf of Tyler's Landing Homeowners' Association and said person duly acknowledged to me that he executed the same as the act and deed of said not-for-profit corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Melanie K Haynes  
Notary Public

Melanie K Haynes  
Printed Name

My appointment expires:

10/9/2010



**Exhibit "A"**

**SECRETARY'S CERTIFICATE**

The undersigned, Amanda Penn, acting in her corporate capacity as the duly elected, qualified and acting Secretary of TYLER'S LANDING HOMEOWNERS' ASSOCIATION, a not-for-profit Kansas corporation (the "Association"), hereby certifies as follows:

1. She is the duly elected and acting Secretary of the Association and, as such, has custody of the Association's corporate records and is familiar with the matters therein contained and herein certified.

2. A special meeting of the Members of the Association, duly called in accordance with the Bylaws of the Association, was held on July 28, 2009 ("Special Members' Meeting").

3. At the Special Members' Meeting more than two-thirds of the members voting, either in person, or by proxy, voted in favor of amending the Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures to prohibit Owners of Lots from leasing and renting Lots subsequent to August 31, 2009, notwithstanding that Owners of Lots have leased and or rented Lots prior to August 31, 2009, and specifically allowing current leases and rentals of Lots to continue. Furthermore, the Board was granted authority to establish a rental and leased Lot assessment against each Lot and each Owner for rented and leased lots.

IN WITNESS WHEREOF, the undersigned has executed this certificate on this 2nd day of September, 2009.

Tyler's Landing Homeowners' Association,  
a Kansas not-for-profit corporation

By: \_\_\_\_\_

  
Amanda Penn, Secretary