



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29283176

Receipt #: 1813012
Pages Recorded: 4
Cashier Initials: KV

Recording Fee: \$20.00
Authorized By

Date Recorded: 4/10/2012 4:11:04 PM



**SEVENTH AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AUBURN HILLS 13TH ADDITION
OF
WICHITA, SEDGWICK COUNTY, KANSAS**

THIS SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("SEVENTH AMENDMENT" OR "AMENDMENT") is made this 29th day of March, 2012, by Auburn Hills 13th Homeowners' Association, Inc., a Kansas non-profit corporation, for themselves, their successors, grantees and assigns.

WITNESSETH:

WHEREAS on the 12th day of July, 2002, West Wichita Development, Inc., a Kansas corporation ("Declarant") executed that certain Declaration of Covenants, Conditions, and Restrictions of Auburn Hills 13th Addition ("Declaration") and caused the same to be recorded on the 19th day of July, 2002 as Film 2490, Page 0396 *et seq*, in the office of the Sedgwick County Register of Deeds, covering the following described real property, to wit:

Auburn Hills 13th
An Addition to Wichita,
Sedgwick County, Kansas,

The above described property being hereinafter referred to as the "Original Property"; and

WHEREAS on the 9th day of October, 2002, Developer executed that certain FIRST AMENDMENT to the Declaration and caused the same to be recorded on the 16th day of October, 2002, as a Film 2551, Page 1124 *et seq*, in the office of the Sedgwick County Register of Deeds, covering the Original Property; and

WHEREAS on the 9th day of February, 2004, Developer executed that certain SECOND AMENDMENT to the Declaration and caused the same to be recorded on the 12th day of February, 2004, Document no. 28571041, in the office of the Sedgwick County Register of Deeds, covering the Original Property; and

WHEREAS on the 4th day of May, 2004, Developer executed that certain Annexation of Additional Land and THIRD AMENDMENT and Restated Declaration of Covenants, Conditions, Restriction, Easement and Disclosure for Auburn Hills 13th and caused the same to be recorded on the 19th day of May, 2004, Document no. 28571041, in the office of the Sedgwick County Register of Deeds, covering the Original Property; and

WHEREAS on the 9th day of December, 2004, Developer executed that certain Annexation of Additional Land and FOURTH AMENDMENT and Restated Declaration of Covenants, Conditions, Restriction, Easement and Disclosure for Auburn Hills 13th and caused the same to be recorded on the 14th day of December, 2004, Document no. 28632434, in the office of the Sedgwick County Register of Deeds, covering the Original Property; and

WHEREAS on the 6th day of December, 2006, Developer executed that certain Annexation of Additional Land and FIFTH AMENDMENT and Restated Declaration of Covenants, Conditions, Restriction, Easement and Disclosure for Auburn Hills 13th and caused the same to be recorded on the 20th day of December, 2006, Document no. 28843064, in the office of the Sedgwick County Register of Deeds, covering the Original Property; and

WHEREAS on the 19th day of October, 2011, Association executed that certain SIXTH AMENDMENT to the Declaration and caused the same to be recorded on the 14th day of March 2012, as a Document No. 29277220, in the office of the Sedgwick County Register of Deeds, covering the Original Property; and

NOW, THEREFORE, THE UNDERSIGNED PRESIDENT OF AUBURN HILLS 13TH HOMEOWNERS' ASSOCIATION, INC., ON BEHALF OF THE RECORD OWNERS HEREBY AMENDS THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS FOLLOWS:

ARTICLE V; USE, OCCUPANCY AND CONDUCT RESTRICTIONS IS HEREBY AMENDED AS FOLLOWS:

- **Amend Section 5.7, No Storage; Trash**; add the following to the end of the paragraph after the words "property line.";

"Trash carts shall be placed by the curb no sooner than the day before pick up and must be removed from the curb the day of pick up. Trash carts shall not be stored in the driveway, in front of garages or in the front of the home in general. Trash carts shall be stored in the Owners garage, the side and/or rear of the home. Any structure built, such as a trash blind; must be approved in accordance with Article VIII of this Declaration.

Article V, Section 5.7 is amended to read:

5.7 No Storage; Trash. No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any Lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements, and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line. Trash carts shall be placed by the curb no sooner than the day before pick up and must be removed from the curb the day of pick up. Trash carts shall not be stored in the driveway, in front of garages or in the front of the home in general. Trash carts shall be stored in the Owners garage, the side and/or rear of the home. Any structure built, such as a trash blind; must be approved in accordance with Article VIII of this Declaration.

The undersigned hereby certifies that this SEVENTH AMENDMENT has been executed in accordance with Article XI 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 SEVENTH 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. The failure of Declarant, any subsequent Board of Directors of the Auburn Hills 13th Homeowners' Association, Inc. or of any Owner to enforce any of the restrictions, conditions, covenants or reservations 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 and Correction are hereby ratified and confirmed. This Amendment shall be effective as of the date of recording.

*** Signature Page Follows ***

Auburn Hills 13th Homeowners' Association, Inc.



By: Ryan Nall

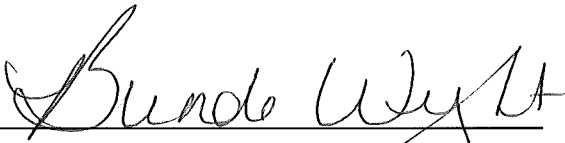
President, Auburn Hills 13th Homeowners' Association, Inc.

STATE OF KANSAS)

) ss:

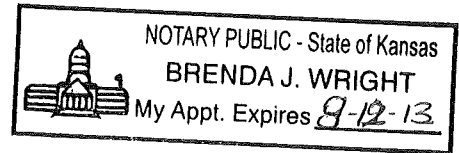
SEDGWICK COUNTY)

This instrument was acknowledged before me on March 29, 2012 by Ryan Nall as President of Auburn Hills 13th Homeowners' Association, Inc.



(Signature of notarial officer)

SEAL:



My appointment expires: 8-12-13