



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28919430

Receipt #: 1668076
Pages Recorded: 3
Cashier Initials: OH

Recording Fee: \$16.00
Authorized By:

Date Recorded: 9/25/2007 1:40:47 PM



FIFTH AMENDMENT
TO DECLARATION OF COVENANTS OF
BARRINGTON PLACE

THIS AMENDMENT is executed as of this 25TH day of SEPTEMBER, 2007.

WITNESSETH That:

WHEREAS, that certain real property commonly known as Barrington Place and legally described as Barrington Place, an addition to Sedgwick County, Kansas, are presently subject to that certain Declaration of Covenants, Conditions, and Restrictions recorded November 3rd, 1988 at Film 1005, Page 1379 in the Office of the Register of Deeds of Sedgwick County, Kansas, and as amended from time to time; and

WHEREAS, the owners of a majority of the building lots subject to said covenants have voted to amend said Declaration as provided for therein.

NOW, THEREFORE, said Declaration is hereby amended to add the following Article:

2.1. RESTRICTION OF LEASED OR RENTED PROPERTIES AND DWELLINGS. All properties and dwellings in the Barrington Place addition must be owner-occupied. Renting or leasing to non-owners shall be prohibited unless the owner also occupies the property or dwelling and maintains said property or dwelling as their primary residence. Current properties or dwellings that are non-owner occupied as of January 1, 2008, may continue to be leased or rented to non-owners until such time as the property or dwelling is sold or title of the property or dwelling is transferred to a third party in any manner. All current owners, as of January 1, 2008, planning to continue leasing or renting their property or dwelling to non-owners, are required to notify the Board of Directors by certified letter no later than January 1, 2008, explicitly stating their intent to continue leasing or renting to a non-owner. Additionally, pursuant to Article 15 of this Declaration, payment of all annual and special assessments, for each leased or rented property or dwelling, must be kept in good standing and paid in accordance with the due date established each year by the Board of Directors. Owners of properties or dwellings that fail to abide by the provisions set forth in this Section shall forfeit their right to continue leasing or renting their property or dwelling to non-owners.

ADDITIONALLY, the words "or lease" will be stricken from Article 8 so that Article 8 will be worded as follows:

8. SIGNS, etc. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building lots herein restricted, provided, however, permission is hereby granted for the erection and maintenance of not more than one signboard on each building lot, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the building lot upon which it is erected. Any part or all of this restriction may be waived by the undersigned.

ADDITIONALLY, said Declaration is hereby amended to add the following Article:

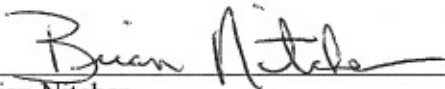
16.1. MATERIALS FOR CONSTRUCTION OF ACCESSORY STRUCTURES. Any out structure or accessory structure approved to be constructed pursuant to Article 16 of this Declaration must be constructed utilizing same or like materials as those used on the house.

00002889 30

FIFTH AMENDMENT
TO DECLARATION OF COVENANTS OF
BARRINGTON PLACE

The undersigned, Vice-President of Barrington Place Homeowners' Association, does hereby certify that the foregoing amendment was approved by a vote of the owners of a majority of the building lots subject to said covenants, conditions, and restrictions, and shall be effective upon recording with the Register of Deeds of Sedgwick County, Kansas.

THIS AMENDMENT executed as of the date first above written.

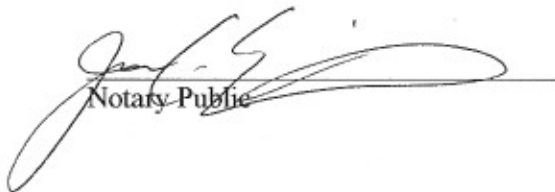


Brian Nitcher
Vice-President, Barrington Place Owners' Association

State of KANSAS)
) ss.
County of SEDGWICK)

The foregoing instrument was acknowledged before me this 25th day of September, 2007, by Brian Nitcher, Vice-President of Barrington Place Owners' Association, on behalf of the Barrington Place Homeowners' Association and the Barrington Place Board of Directors.

My Appointment Expires:



Notary Public

