



## SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR STONEGATE OF THE GOOD RANCH

WHEREAS, on the 29<sup>th</sup> day of September, 1995, Good-Otis LLC, a Missouri Limited Liability Corporation, as Declarant, executed a Declaration of Covenants, Conditions, Easements and Restrictions for Stonegate of the Good Ranch ("Declaration"), recorded in the Office of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, on October 2, 1995, as Document Number 81413, in Book Number 001465, at Page 000104, and

WHEREAS, paragraph (b) of Section 4 of Article XI of said Declaration provides:

(b) At any time and from time to time this Declaration may be amended or revoked by the recording in the Office of the Recorder of Cass County, Missouri, of an instrument (1) stating the terms of such amendment or revocation, and (2) certifying that it has been duly approved at an annual or special meeting of the Owners by at least a majority vote of the Owners. Such amendment or revocation shall be effective from and after the date of its recording,

and WHEREAS, said Declaration has once been previously amended, by First Amendment, recorded in the Office of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, on February 2, 2001, as Document Number 194454, in Book Number 001941, at Page 000062, and

WHEREAS, on the 10th day of July, 2003, at a special meeting of the Owners, the Amendment hereinafter set forth was approved by a least a majority vote of the Owners,

NOW, THEREFORE, in consideration of the foregoing, the Declaration is amended as follows:

1. Section 5 of Article VIII is stricken, and the following substituted therefor:

Section 5. No fences shall be erected on any Lot or on any of the Common Areas without the approval of the Board of Directors of the Association. Such approval shall be based upon a four to six foot natural wood, PVC, aluminum or wrought iron material and the necessity of preserving all walkway easements of record.

## 2. A new Section 22 of Article VIII is added, as follows:

Section 22. (1) When selling or renting a residential lot, whether by owner in person or by an agent of such owner, the owner or agent shall acquaint the successor-in-ownership or the renter with the existence of, and conditions set forth in the Stonegate Declaration and By-Law restrictions applicable to said property.

- (2) When an owner rents a residential lot, it shall only be rented to one single family at one time. The renters shall be subject to the provisions of the Stonegate Declaration and By-Law restrictions applicable to said property.
- (3) Within ten (10) days of a lease, the owner must also inform the Association of their off-site mailing address, the name of the tenant and the term of the lease. The owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association for dues and assessments.
- (4) No lease or rental may be for a period of less than six months without approval of the Association.
- 2. Except as hereinbefore amended, all other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, I, Mark S. Smedvig, President of the Stonegate of the Good Ranch Homeowners' Association, on behalf of said Association, hereby certify that the foregoing Amendment was adopted by at least a majority vote of the Owners at the special meeting of the Owners held on July 10, 2003.

> Stonegate of the Good Ranch Homeowners' Association

STATE OF MISSOURI COUNTY OF JOHUSON

On this 20 day of October, 2003, before me appeared Mark S. Smedvig, to me personally known, who being by me duly sworn, did say that he is President of the Stonegate of the Good Ranch Homeowners' Association, a Not-for-Profit Corporation, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and said Mark S. Smedvig acknowledged said instrument to be the free act and deed of said corporation.

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

STATE OF KANSAS

ANN TAYLOR NOTARY PUBLIC STATE OF KANSAS,

My Commission Expires:

-18-06

Printed or typed name of nota

STONEGATE OF THE GOOD RANCH

SECOND AMENDMENT OF DECLARATION

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