

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS, ASSESSMENTS AND  
EASEMENTS FOR VILLAGE AT DEER CREEK SUBDIVISION**

This Amendment to the Declaration of Covenants, Conditions and Restrictions is made this 12 day of December, 2022, by Village at Deer Creek Homeowners Association, Inc. (hereafter "Association") and the undersigned owners (hereafter referred to as "Owners"), as it pertains to certain property in Overland Park, all in Johnson County, Kansas, which is more particularly described as follows:

(See Exhibit A)

**WITNESSETH:**

WHEREAS, on November 5, 1999, GREATER MIDWEST BUILDERS, LTD., a Missouri corporation ("Developer"), filed that certain Declaration of Covenants, Conditions, Restrictions, Assessments and Easements of Village at Deer Creek, recorded in Official Records Book 6380, Page 861, *et seq.*, of the Public Records of Johnson County, Kansas ("Declarations"); and

WHEREAS, Developer has assigned all of its rights to the Association; and

WHEREAS, pursuant to Article XV, Section 1 of the Declaration, the Declaration may be amended at any time by the consent thereof of Voting Members representing 75% of the total owners of the Association; and

WHEREAS, The Associations' Board of Directors has proposed to amend and restate the Declaration in order to update the method of community governance to establish a flexible and reasonable procedure to govern rental property; and

WHEREAS, 75% of the total owners in the Association desire to amend the Declaration by adopting this Amendment to the Declaration of Covenants, Conditions, Restrictions, Assessments and Easements of Village at Deer Creek Subdivision ("Amended Declaration") as attached hereto;

NOW, THEREFORE, Section 2(g) of Article III of the Declaration is hereby amended by deleting the existing language in its entirety and substituting the following:

**Maximum Leases Allowed**

At absolutely no time shall more than ten percent (10%) of the units in the subdivision be leased, unless an exception in writing is granted by the Board of Directors for good cause shown. If, prior to the adoption of this Amendment to the Declaration, the percentage of current leased units exceeds 10 percent (10%) of the units in the subdivision, no other units shall be leased until such time as the number of leased units falls below 10%.

Once the maximum number of units have been leased, Owners shall be allowed to lease their units as openings become available under the maximum percentage on a first-come, first-served basis as logged on the Associations' waiting list, which shall be maintained by the management company. Any Owner of a unit which is leased on the effective date of the Amendment shall place on file with the Board of Directors a copy of the lease agreement in effect within 30 days of the date on which this Amendment is recorded in the Land Records of Johnson County, unless such lease is already on record with the Association.

This provision shall not apply to any leasing transaction entered into by the holder of any institutional first mortgage on a unit which becomes the owner of a unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage. This provision shall apply to all subsequent purchasers therefrom.

1) Grandfathering. Owners who lease their residences prior to the adoption of this Amendment may continue to lease their residence pursuant to the procedures set forth in these Declarations and the Bylaws. This exemption shall remain effective for the duration of the existing lease for Owners of currently leased residences, and may continue for a period not to exceed eighteen (18) months.

2) Hardship Exception. Any residence may be leased or rented for a period of not less than twelve (12) months nor more than eighteen (18) months in any five-year period (such five-year period beginning at the inception of the lease or rental agreement) in the event (a) the Owner dies or experiences a significant illness or incapacity forcing them to relocate, or (b) the Owner temporarily relocates due to the following reasons and advises the Board of Directors in writing of the circumstances and of the unit Owner's intent to return to the unit: (i) employment or job transfer; (ii) loss of job; (iii) military service; or (iv) sabbatical.

3) Additional Restrictions. Any leasing of a Residence according to the circumstances described above shall be subject to the following restrictions:

(a) Written Leases Required. If a Residence is not occupied by an Owner or the Owner's parent, child, grandchild or other blood-related relative, the execution of a lease agreement or lease addendum between the Owner and the occupant upon a form specified or approved by the Board of Directors is required. No Owner shall lease to a corporation, partnership, trust or entity other than a natural person without prior written application and approval by the Board and, in

all such cases, the Board has full discretion to accept or reject an application to lease to a corporation, partnership, trust, or entity. Prior to the commencement of any lease term, Owners shall provide the Board of Directors or the management agency with the identity of the occupants of their Residence and current phone number(s) of the occupants as well as their own contact information.

(b) Lease Duration No Residence may be leased for a period of less than twelve (12) months or longer than eighteen (18) months, whether or not rents or other fees are received by the Owner, without prior written approval by the Board. No Residence within the subdivision shall be rented for transient or hotel purposes.

(c) Form of Lease All Owners leasing their Residence shall bind all lessees to the provisions of the Declarations and duly adopted rules and regulations by utilizing the Association's Standard Lease Form or Addendum, which shall be maintained by the Association's managing agent or the Board of Directors. All leases shall be filed with the Association's managing agent or the Board of Directors. Each lease must be accompanied by a \$250.00 processing fee.

(d) Family Provision. No Residence shall be leased or inhabited by more than two persons not related to each other by blood or marriage.

(e) Violation of Governing Documents. In the event a tenant is found to have violated the Bylaws, the Declaration or the rules and regulations of the Association (after being given notice of the violation and an opportunity for a hearing thereon), the Board of Directors shall be authorized to require the Owner of that Residence to evict or require the lessee to vacate the premises on 30 days written notice. In the event the Owner fails to evict his or her tenant, the Board may evict the tenant and the cost thereof shall be assessed to the Residence and constitute an assessment for which the Association may place a lien against that Residence, enforceable as all other assessments pursuant to Article IV. The Board may exercise its rights under this provision without prejudice to the Association's other legal remedies.

(f) Background Checks. All Owners leasing their Residence must conduct background and criminal checks on their tenants. Owners may not lease to convicted felons.

(g) Delinquent Assessments. Owners may not lease their Residence if any assessments against the unit are delinquent. In the event the Association files suit to recover delinquent assessments of a leased Residence and the owner cannot be contacted, the Owner designates the lessee as agent to receive suit papers and summonses to court in legal actions to recover such delinquencies. Notice of this designation shall be provided to the lessee/tenant in the lease agreement.

(h) Rental Waiting List. If the limit in number of rental units has been reached, the Association's managing agent will maintain a waiting list of additional units that Owners wish to lease. The Waiting List will be maintained as follows:

(1) The Owner of the next leased unit scheduled to expire will be notified that they will not be allowed to renew the lease on their unit or to sign a new lease unless conditions change, and will be notified that they can request to be added to the bottom, or the end, of the

Waiting List. If more than one Owner is on the Waiting List, Owners of subsequent leases scheduled to expire will also be notified so that they may add their names to the bottom of the Waiting List. Names may not be added to the Waiting List more than sixty (60) days prior to the expiration of their existing lease.

(2) Up to thirty (30) days before an existing lease expires, the Owner at the top of the Waiting List will be notified of the upcoming expiration, and will be offered the exclusive opportunity for sixty (60) days to lease their unit pursuant to all terms and conditions set forth in this Amendment. If they are unable to lease their unit within this timeframe, they will be moved to the bottom of the Waiting List, if they so desire, and the next Owner on the Waiting List will be given the opportunity to lease their unit during the next sixty (60) days.

(3) If a lease is broken or terminated in less than twelve (12) months, the Owner's right to find a new tenant is eliminated if a Waiting List exists. However, the Owner can request to be added to the end of the existing Waiting List.

4) Purpose. The purpose of this Amendment is to insure that, except in limited circumstances described above, units will be occupied by Owners. Therefore, contracts for deeds or similar purchase arrangements shall be considered lease arrangements unless and until title to the unit is recorded in the name of the occupant.

Except as modified by this Amendment, all of the terms and provisions of the Declaration, as amended, are expressly ratified and confirmed and shall remain in full force and effect.


IN WITNESS WHEREOF, the undersigned officers of Village at Deer Creek Homeowners Association, Inc. hereby certify that this Amendment has received the requisite approval pursuant to Article \_\_\_ of the Declaration this 12 day of December,

2022.

**VILLAGE AT DEER CREEK**

**HOMEOWNERS ASSOCIATION, Inc.,**

A not-for-profit corporation

By: 

Name: Lance Turner

Its: President

STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this 12 day of December, 2022, before me, the undersigned, a Notary Public of said State duly commissioned and sworn, personally appeared Lance Turner, known to me to be the President of Village at Deer Creek Homeowners Association, Inc., personally known to me to be such President and who is personally known to be the same person who executed the within instrument on behalf of said corporation by authority of its Board of Directors and such person duly acknowledged the execution of the same to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Cynthia J. Schooley  
Notary Public

My Commission Expires

11/30/2023

CYNTHIA J. SCHOOLEY  
NOTARY PUBLIC STATE OF KANSAS  
MY APPOINTMENT EXPIRES 11/30/2023

**VILLAGE AT DEER CREEK**

**HOMEOWNERS ASSOCIATION, Inc.,**

A not-for-profit corporation

By: Ernest C Rosenthal

Name: Ernest C. Rosenthal

Its: Secretary

STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this 12 day of December, 2022, before me, the undersigned, a Notary Public of said State duly commissioned and sworn, personally appeared Ernest C. Rosenthal, known to me to be the Secretary of Village at Deer Creek Homeowners Association, Inc., personally known to me to be such Secretary and who is personally known to be the same person who executed the within instrument on behalf of said corporation by authority of its Board of Directors and such person duly acknowledged the execution of the same to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Cynthia A. Schooley  
Notary Public

My Commission Expires  
11/30/2023

CYNTHIA A. SCHOOLEY  
NOTARY PUBLIC STATE OF KANSAS  
MY APPOINTMENT EXPIRES 11/30/2023