



ST. JAMES COURT

◆ OLATHE, KANSAS ◆

In November 2022, all St. James Court homeowners were asked to vote on a proposal to amend the Renting and Leasing Restrictions in Article III (2) (f) and (g) of the neighborhood's Covenants, Restrictions, Assessments and Easements.

More than two-thirds of homeowners approved the covenant change by casting a ballot.

This document was filed with the Johnson County Register of Deeds on Nov. 28, 2022.

AMENDMENT TO THE DECLARATION OF
COVENANTS, RESTRICTIONS, ASSESSMENTS AND EASEMENTS
OF ST. JAMES COURT

This Amendment to the Declaration of Covenants, Restrictions, Assessments and Easements of Covenants is made this 9th day of November, 2022, by the St. James Court Homes Association, Inc. (hereafter "Association") and the undersigned owners ("Owners"), as it pertains to certain property in Olathe, Johnson County, Kansas which is more particularly described as follows:

See Exhibit A attached hereto

WITNESSETH:

WHEREAS, ON October 12, 2001, St. James Court, LLC., recorded that certain Declarations of Covenants, Restrictions, Assessments, Conditions, (hereafter "Declaration") in Book 7336 and Page 433 et. Seq. in the office of the Recorder of Deeds of Johnson County, Kansas

WHEREAS, the Declaration may be amended with the consent of Unit owners owning at least two-thirds of the Units; and

WHEREAS, the undersigned owners consist of more than two-thirds of Unit owners consent to this amendment;

Therefore, Section 2(f) of Article III is deleted in its entirety and replaced with the following:

Article III (2) (f) and (g) Renting and Leasing restrictions.

(f) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as:

(i) rental of less than one month's duration or under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen and similar services, or

(ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit.

No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall require that the tenant and other occupants comply with all provisions of the Townhome Instruments, and to provide that the failure by the tenant to comply with the terms of the Townhome Instruments shall be a default under the lease. Prior to the commencement of the term of a lease, the Unit Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect and provide the Board with a copy of the lease. Notwithstanding the existence of a lease, the Unit Owner shall remain liable for all obligations, including, without limitation, the payment of dues, fines, and enforcement charges, under the Declaration with respect to the Unit.

(g) Each Unit shall be occupied only by the owners thereof, their immediate family (defined below), and, if (and only if) an owner is occupying the Unit, other natural persons authorized by such owner. Each Unit shall be used only for single family residential purposes, as defined in the zoning ordinances of the City of Olathe, Kansas, and shall not be used for commercial or other purposes. For purposes of the foregoing, the following shall apply:

(i) If owner is a trust, the only natural persons entitled to occupy the Unit are the natural person who is grantor of the trust (if the trust is revocable) or the primary beneficiary of the trust (if the trust is irrevocable) (which natural person is deemed to be the Owner for purposes of this subsection), (a) the immediate family of such natural person, and if (and only if) such natural person is occupying the Unit, any other natural persons authorized by such natural person.

(ii) If the owner is a corporation, partnership, limited liability company, or other entity, the only natural persons entitled to occupy the Unit are: (A) the natural person who is the owner of a majority of the entity or (B) another natural person affiliated with such entity (which natural person in clause (A) or (B) above is deemed to be the owner for purposes of this subsection) (a), the immediate family of such natural person, and if (and only if) such natural person is occupying the Unit, any other natural persons authorized by such natural person.

(iii) "Immediate family" means, with respect to a natural person who is an owner under paragraphs (i) or (ii) above, (A) such natural person's spouse, children, grandchildren, siblings, parents, and grandparents, and (B) the parents, siblings, children, and grandchildren of such natural persons' spouse, and (C) unmarried Co-Inhabitant/Partner living together as a couple.

(iv) Residential use may include an owner maintaining an office area in his or her Unit for home business or professional pursuits without regular visits from others and unreasonable levels of mail, shipping, trash, and storage requirements, and otherwise in accordance with all applicable ordinances of the City of Olathe, Kansas.

(v) The intent of this section (g) is for the Units to be "owner-occupied." The Board of Directors is authorized and empowered to establish rules and regulations to implement the provisions and intent of this subsection (g) and to interpret and administer the provisions of this subsection (g), so as to accomplish and further the foregoing intent. This shall include, without limitation, the regulation of use of the Units by guests of the owner.

(vi) This section shall not apply to the Unit commonly identified as 14264 W. 151st Terrace, Unit 401, as long as the Unit is owned by Martha Eddy Living Trust and Don Watson Living Trust.

In witness whereof, the undersigned have executed this Amendment to the Declaration on the date first above written.

Phil Hoskins

President Signature

Terry Dunnivant

Secretary Signature

Phil Hoskins

Printed Name

Terry Dunnivant

Printed Name

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

On this 9 day of November, 2022, before me personally appeared

Phil Hoskins, who being by me duly sworn did say that he is the President and Terry Dunnivant did say that he is the Secretary of St. James Court Homes Association Inc. (St. James Court L.L.C), and that the within instrument was signed and sealed on behalf of said St. James Court Homes Association, (St. James Court, L.L.C). by authority of its members and acknowledged said instrument to be the free act and deed of said Association, Limited Liability Company for the purposes therein stated.

WITNESS my hand and official seal hereto attached the day and year in this certificate above written.

G Alex Caedo

Notary Public

My commission expires:
03-13-2024

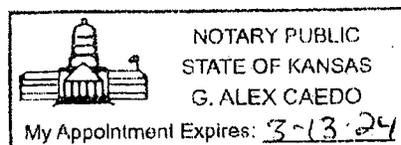


EXHIBIT A

Lots 1A-D through 17A-D and Tracts A-F, St. James Court, First Plat, a subdivision in the City of Olathe, Johnson County, Kansas

Lots 18A-D through 31A-D and Tracts G-I, St. James Court, Second Plat, a subdivision in the City of Olathe, Johnson County, Kansas

Lots 32A-D through 44A-D and Tracts K-M, St. James Court, Third Plat, a subdivision in the City of Olathe, Johnson County, Kansas

Lots 45A-D, St. James Court, Fourth Plat, a subdivision in the City of Olathe, Johnson County, Kansas