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Document Title:	Amendment to Declaration of Restrictions of Nottingham Downs Attached Homes
Document Date:	June 10, 2016
Grantor's Name:	Nottingham Downs Attached Homes Association, Inc.
Grantee's Name:	Nottingham Downs Attached Homes Association, Inc.
Grantee's Address:	Nottingham Downs Attached Homes Association, Inc. c/o Marilyn McCluskey, President 6311 W. 126 th Terr. Overland Park, KS 66209
Reference Books/Pages (if any):	Book 2478, Page 956, et seq.
Legal Description:	See Exhibit A attached.

Submitted by:
Martin, Pringle, Oliver, Wallace & Bauer, L.L.P.
9401 Indian Creek Pkwy., Ste. 1150
Overland Park, KS 66210

**AMENDMENT TO DECLARATION OF RESTRICTIONS
OF NOTTINGHAM DOWNS ATTACHED HOMES**

This Amendment to Declaration of Restrictions of Nottingham Downs Attached Homes is made this 10th day of JUNE, 2016, by Nottingham Downs Attached Homes Association, Inc. (hereafter "Association") and the undersigned owners (hereinafter 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 December 12, 1986, Hanover Development Company II, a Kansas general partnership ("Developer"), filed that certain Declaration of Restrictions, recorded in Official Records Book 2478, at Page 956, *et seq.*, of the Public Records of Johnson County, Kansas ("Declaration"); and

WHEREAS, pursuant to Section 16 of the Declaration, the Declaration may be amended at any time by the written consent thereof of owners representing more than a majority of the total owners of the Association; and

WHEREAS, the Association's 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, a majority of owners desire to amend the Declaration by adopting this Amendment to Declaration of Restrictions;

NOW, THEREFORE, Section 16 of the Declaration is hereby amended by adding the following:

LEASING

At absolutely no time shall homes in the Nottingham Downs Attached Homes subdivision be leased, unless an exception in writing is granted by the Board of Directors for good cause shown.

1) Grandfathering Exception. Owners who lease their homes prior to the adoption of this Amendment may continue to lease their homes. This exemption shall remain effective for Owners of currently leased homes so long as those homes remain leased. In the event said leased homes are sold, this exemption shall cease.

Any Owner of a home which is leased on the effective date of this 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.

2) Hardship Exception. Any home may be leased or rented for a period not to exceed 12 months in any five-year period (such five-year period beginning at the inception of the lease or rental agreement) in the event that the home Owner has relocated due to the following reasons and advised the Board of Directors in writing of the circumstances: (a) job transfer; (b) loss of job; (c) serious illness; (d) military service; (e) sabbatical.

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

(a) Written Leases Required. Occupancy or use of a home by a person other than an Owner, the Owner's parents, siblings, or children, or a temporary caretaker, shall require 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. No Owner shall lease to a corporation, partnership, trust or entity other than a natural person. Each lease shall stipulate that if the lessee, after notice from the Board of Directors, shall fail to conform to the provisions of the lease, the Bylaws, the Declaration and the rules and regulations of the Association, the Board of Directors shall be authorized to evict or require the lessee to vacate the premises on 30 days written notice, and lessee shall do so without prejudice to the Board's other legal remedies.

During the term of the lease, either the lessee or the Owner of the home, but not both, shall be entitled to participate in the association activities.

(b) Partial Homes May Not Be Rented. No portion of a home, other than the entire home, may be rented unless a portion of the home is rented to a caretaker of the home Owner or to a relative of the Owner. In either instance, the home Owner must continue to reside in the home. No home may be leased or subleased for a period of less than 12 months, whether or not rents or other fees are received by the Owner. No home within the subdivision shall be rented for transient or hotel purposes.

(c) Form of Lease. All Owners leasing their homes shall bind all lessees to the provisions of the Declaration 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.

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

(e) Record Keeping. All Owners shall provide the Board of Directors or management agent with the identity of the occupants of their home.

(f) 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 home to evict or require the lessee to vacate the premises on 30 days written notice. In the event that the Owner fails to evict his or her tenant, the Board may evict the tenant and the cost thereof shall be assessed to the home and constitute an assessment for which the Association has a lien against that home, enforceable as all other assessments pursuant to the Nottingham Downs Attached Homes Association Declaration. The Board may exercise its rights under this provision without prejudice to the Association's other legal remedies.

(g) Background Checks. All Owners leasing their home must conduct background and criminal checks on their tenants.

(h) Delinquent Assessments. Owners may not lease their home if any assessments against the home are delinquent. In the event the Association files suit to recover delinquent assessments of a leased home, the Owner designates the lessee as agent to receive suit papers and summonses to court in legal actions to recover such delinquencies.

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

This provision shall not apply to any leasing transaction entered into by the holder of any institutional first mortgage on a home which becomes the owner of a home 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.

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 Nottingham Downs Attached Homes Association, Inc. hereby certify that this Amendment has received the requisite approval pursuant to Section 16 of the Declaration this 10th day of JUNE, 2016.

**NOTTINGHAM DOWNS ATTACHED
HOMES ASSOCIATION, INC.,**
a not-for-profit corporation

By: Marilyn McCluskey
Name: Marilyn McCluskey
Its: President

By: Joyce Savage
Name: Joyce Savage
Its: Secretary

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 10th day of June, 2016, before me personally appeared MARILYN McCLUSKEY and JOYCE SAVAGE, to me known to be the President and Secretary, respectively, of Nottingham Downs Attached Homes Association, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purpose therein mentioned, and on oath stated that they were authorized to execute the said instrument.

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

Leslie K. Grady
Notary Public

My commission expires:
9-10-17

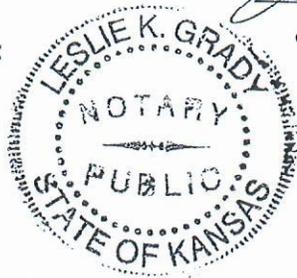


EXHIBIT A

Lots 1 through 6 of Block 5, all in Nottingham Downs, Third Plat, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

and

Lots 32 through 54 of Block 5 and Lot 12 of Block 6, all in Nottingham Downs, Fourth Plat, a subdivision in the City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.