

VILLA OWNER BALLOT

The purpose of this ballot is to allow Heatherwood residents to vote on the following proposed Amendment to be added to the Heatherwood Declaration of Restrictions at Section 9, Buildings or uses Other Than for Residential Purposes: Noxious Activities: Miscellaneous, as subsection (v). This Amendment shall become effective when signed by not less than two-thirds 2/3) of the Owners as provided in the Heatherwood Area Homes Association Declaration, and shall be recorded in the Office of the Register of Deeds of Johnson County, Kansas.

(v) Each dwelling shall be occupied by the owner and used as a private dwelling for the owner. Unless occupied by the owner, no dwelling or part thereof may be leased or rented to others except in the following circumstances:

- (a) Any dwelling may be leased or rented for a period not to exceed eighteen (18) months, in any five (5) year period in the event of the below listed situations, provided that the owner advises the Board of Directors in writing of the circumstances and of the owner's intent to return to the dwelling. The written notification to the Board must be provided within 30 days of the commencement of the rental/lease arrangement. The Board of Directors' decision regarding the approval of the rental or lease arrangement shall be absolute. Upon the approval of the Board, an owner may lease their dwelling under the following four circumstances: i) the owner has temporarily relocated due to employment, or (ii) the owner is temporarily residing in a hospital, nursing home or other type of extended care facility due to medical conditions, or (iii) the owner is unable to sell the dwelling after 12 months on the market or (iv) the owner is temporarily residing with a family member or friend providing care. Under all four circumstances, the owner is solely and completely responsible for the upkeep, maintenance, and appearance of the dwelling. The owner must maintain full compliance with the terms of the Association's Declaration and By-Laws, and the owner is responsible for all Association Dues, Fees, and Assessments regardless of any agreements made with the proposed tenant(s), or any other party.
- (b) The owner of a dwelling may make a written request to the Board of Directors to permit an extension of such lease or rental agreement due to hardship or other unforeseen event and the Board shall have the right to extend the term of the lease or rental agreement permitted under subsection (a), hereof, for an additional period not to exceed eighteen (18) months. The decision of the Board of Directors shall be absolute. The owner shall continue to be totally responsible for the upkeep of the dwelling as well as homes association dues during the extension as provided in subsection (a).
- (c) At the time of this amendment, any dwelling currently being utilized as rental property may continue to be rented or leased until such time as the record owner or holder of the beneficial interest in the property, sells or transfers the property. Provided, that, for the purposes of this provision, a transfer to a revocable trust for the benefit of the record owner, or a transfer to an ancestral or lineal descendant of the first degree by gift, or by reason of the death of the record owner (or death of the grantor of a revocable trust, which is the record owner), shall not be deemed a sale or transfer under this provision. Any subsequent sale or transfer shall be subject to the provision hereof, and thereafter such property shall not be leased, except as otherwise.

CIRCLE ONE:

YES

NO

\_\_\_\_\_  
Property title holder

(d) Amendment to prohibit overnight parking of commercial vehicles. Under this provision the overnight parking of any commercial vehicle, either on a public street or driveway shall be prohibited. Such vehicles may be parked in garages overnight.

CIRCLE ONE:

YES

NO

\_\_\_\_\_

Property title holder

Address: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_