

R - Yellow Marked 4 "white" votes - marked w/ paperclips - done.  
- 59 Attached "yes" votes



20111122-0007816 11/22/2011  
P: 1 of 65 F: \$264.00 10:58:43 AM  
Register of Deeds T20110062250  
JO CO KS BK:201111 PG:007816

**AMENDMENT TO VILLAS OF  
HEATHERWOOD DECLARATION OF RESTRICTIONS**

THIS AMENDMENT ("Amendment") is made and entered into as of November 16, 2011 by and among the persons who have executed this document in their capacities as owners of record of the lots described below (collectively the "Owners").

**WITNESSETH:**

WHEREAS, the Heatherwood Homes Association is residential area in the City of Overland Park, Johnson County, Kansas, commonly known as "Heatherwood."

WHEREAS, the Developer, Haven Group L.L.C, has previously executed a certain document entitled Heatherwood Area Homes Association Declaration and caused such document to be recorded in the Office of the 'Register of Deeds' of Johnson County, Kansas (the "Recording Office") on October 22, 1997, as Instrument No. 2754545 in Book 5345 at Page 981 (such declaration as being hereinafter called the "Declaration"); and the Villas of Heatherwood Declaration of Restrictions, as recorded on October 22, 1997 as Instrument No. 2754547 in Book 5346, Page 21 (such Declaration of Restrictions being hereinafter called the "Declaration of Restrictions").

WHEREAS, the Declaration and the Declaration of Restrictions place certain covenants and assessments upon the following described residential lots (the "Lots"):

All of Lots 26 through 32, HEATHERWOOD, a  
subdivision of the land in City of Overland Park, Johnson County  
Kansas, according to the recorded plat thereof.

All of Lots 33, 34 and 95, HEATHERWOOD,  
SECOND PLAT, a subdivision of land in City of Overland Park,  
Johnson County, Kansas according to the recorded plat thereof.

All of Lots 96 through 132, HEATHERWOOD,  
THIRD PLAT, a subdivision of land in City of Overland Park,  
Johnson County, Kansas according to the recorded plat thereof.

WHEREAS, the Owners of Lots desire to amend the Declaration of Restrictions as provided herein;

NOW, THEREFORE, the parties hereto declare and agree as follows:

1. The below provisions shall be added to the Section 9, Buildings or Uses Other Than for Residential Purposes: Noxious Activities; Miscellaneous, as subsection (v):

(v) Each dwelling shall be occupied by the owner and used as a private dwelling for that 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 agreement 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 a rental property may continue to be rented or leased until such time as the record owner or holder of the beneficial interest in 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 descendent 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 provided herein.

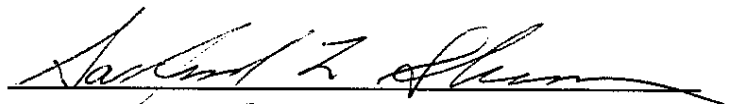
WHEREAS, the Owners of Lots and the Board of Directors have obtained the notarized signature approving such Amendment from at least two-thirds (2/3) of the owners of the Lots in Heatherwood Villas;

WHEREAS, such notarized signatures are included herein as an attachment or counterpart to this Amendment;

2. Pursuant to Section 1 of Article X of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots upon (a) the execution hereof by the owners of record of at least two-thirds (2/3rds) of the Lots, (b) the execution hereof by the Developer, and (c) the recordation hereof in the Recording Office.

3. The execution of this Amendment may occur in counterparts with only one copy of the main body hereof being recorded with the signature of the Heatherwood Association Board of Directors, together with the various signature and acknowledgment pages from such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by four members of the Heatherwood Board and have included the signatures of the Lot owners as a counterpart.

  
Printed Name: SALFORD L. SHERMAN

STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

This instrument was acknowledged before me on November 16, 2011 by Sanford L. Sherman, a member of the Board of Directors for Heatherwood Homes Association.

Mary Ann Adams  
Notary Public in and for  
Said County and State

Print Name: Mary Ann Adams

My Commission Expires:

10-1-2012  
[SEAL]



Lucy A. Stinson  
Printed Name: Lucy A. Stinson

STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

This instrument was acknowledged before me on November 16, 2011 by Lucy A. Stinson, a member of the Board of Directors for Heatherwood Homes Association.

Mary Ann Adams  
Notary Public in and for  
Said County and State

Print Name: Mary Ann Adams

My Commission Expires:

10-1-2012  
[SEAL]



James J. Krause  
Printed Name: James J. Krause

STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

This instrument was acknowledged before me on November 16, 2011 by James J. Krause, a member of the Board of Directors for Heatherwood Homes Association.

Mary Ann Adams  
Notary Public in and for  
Said County and State  
Print Name: Mary Ann Adams

My Commission Expires:

10-1-2012  
[SEAL]



Mary L. Donohue  
Printed Name: MARY L. DONOHUE

STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

This instrument was acknowledged before me on November 16, 2011 by MARY L. DONOHUE, a member of the Board of Directors for Heatherwood Homes Association.

Mary Ann Adams  
Notary Public in and for  
Said County and State  
Print Name: Mary Ann Adams

My Commission Expires:

10-1-2012  
[SEAL]



## VILLAS

The purpose of this ballot is to allow Heatherwood residents to vote on the following proposed Amendment to be added to the Villas of 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 agreement 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, appearance 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 descendent 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



20120314-0004462 03/14/2012  
P: 1 of 9 F: \$40.00 08:58:39 AM  
Register of Deeds T20120015722  
JO CO KS BK:201203 PG:004462

**CORRECTED AMENDMENT  
TO VILLAS OF HEATHERWOOD  
DECLARATION OF RESTRICTIONS**

THIS CORRECTED AMENDMENT ("Corrected Amendment") is executed as of February 28, 2012 for the purposes of correcting the Amendment to Villas of Heatherwood Declaration of Restrictions which made and entered into as made by and among the owners of record of the lots of Villas of Heatherwood (collectively the "Owners") which was recorded in the Office of the Register of Deeds of Johnson County, Kansas on November 22, 2011, in Book 201111 at Page 007816.

**WITNESSETH:**

WHEREAS, the Heatherwood Homes Association is residential area in the City of Overland Park, Johnson County, Kansas, commonly known as "Heatherwood."

WHEREAS, the Developer, Haven Group L.L.C, has previously executed a certain document entitled the Villas of Heatherwood Declaration of Restrictions, as recorded on October 22, 1997 as Instrument No. 2754547 in Book 5346, Page 21 (such Declaration of Restrictions being hereinafter called the "Declaration of Restrictions").

AND WHEREAS, additional Lots were added to the Villas of Heatherwood as a result of additional plats made to the subdivision known as Heatherwood. The additional lots were declared subject to the original Declaration of Restrictions, by an instrument recorded on June 23, 1999 as Instrument No. 3005510.

AND WHEREAS, Pursuant to Section 18 of the Declaration of Restrictions, an Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots upon the execution hereof by the owners of record of at least two-thirds (2/3rds) of the Lots, and the recordation hereof in the Recording Office.

AND WHEREAS, the Amendment as recorded on November 22, 2011, in Book 201111 at Page 007816, inadvertently failed to include all of the Lots subject to the Amendment to the Declaration of Restrictions.

AND WHEREAS, the Amendment as recorded on November 22, 2011, in Book 201111 at Page 007816, inadvertently failed to include the votes of lot owners of the Villas of Heatherwood, which votes are attached hereto.

AND WHEREAS, the correct listing of the Lots subject to the amendment to the Declaration of Restrictions are:

All of Lots 26 through 32, HEATHERWOOD, a subdivision of the land in City of Overland Park, Johnson County, Kansas, according to the recorded plat thereof.

All of Lots 33, 34 and 95, HEATHERWOOD, SECOND PLAT, a subdivision of land in City of Overland Park, Johnson County, Kansas according to the recorded plat thereof.

All of Lots 96 through 132, HEATHERWOOD, THIRD PLAT, a subdivision of land in City of Overland Park, Johnson County, Kansas according to the recorded plat thereof.

All of Lots 133 through 141, HEATHERWOOD, FOURTH PLAT, a subdivision of land in City of Overland Park, Johnson County, Kansas according to the recorded plat thereof.

All of Lots 142 through 155, HEATHERWOOD, FIFTH PLAT (replat of Lots 70-81, HEATHERWOOD, SECOND PLAT), a subdivision of land in City of Overland Park, Johnson County, Kansas according to the recorded plat thereof.

All of Lots 156 through 172, and Lots 199-201, HEATHERWOOD, SIXTH PLAT, a subdivision of land in City of Overland Park, Johnson County, Kansas according to the recorded plat thereof.



NOW, THEREFORE, by affirmative declaration by the owners of record of at least two-thirds (2/3rds) of the Lots the Declaration of Restrictions was amended as follows:

1. The below provisions shall be added to the Section 9, Buildings or Uses Other Than for Residential Purposes: Noxious Activities; Miscellaneous, as subsection (v):

(v) Each dwelling shall be occupied by the owner and used as a private dwelling for that 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 agreement 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 a rental property may continue to be rented or leased until such time as the record owner or holder of the beneficial interest in 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 descendent 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 provided herein.

IN WITNESS WHEREOF, the Heatherwood Board of Directors, by its authorized Officer, has caused this Amendment to be duly executed this date.

HEATHERWOOD HOMES ASSOCIATION

By: [Signature]  
Printed Name: Adam Meisinger  
Its: President

STATE OF KANSAS        )  
  ) ss.  
COUNTY OF JOHNSON    )

This instrument was acknowledged before me on ~~February~~ March 13, 2012 by Adam Meisinger, a member of the Board of Directors for Heatherwood Homes Association, who has be authorized to execute this document.



[Signature]  
Notary Public  
Print Name: Kristen Armstrong  
My Commission Expires:  
12/08/2012