



**AMENDMENT TO RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

WILLOWBROOK

This Amendment to Restated Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made and entered into as of the 6th day of April, 2023, by the undersigned Owners within the Willowbrook subdivision ("Willowbrook" or "Subdivision").

WHEREAS, that certain Restated Declaration of Covenants, Conditions and Restrictions for Willowbrook, dated May 31, 1990 (the "Declaration"), was recorded in the Office of the Register of Deeds of Johnson County, Kansas on October 16, 1990 at Book 3252, Page 155, and encumbers the real property legally described on Exhibit "A", attached hereto; and

WHEREAS, the Declaration provides that the same can be amended or modified by an instrument signed by not less than seventy-five percent (75%) of the Owners of real property in Willowbrook; and

WHEREAS, the undersigned Owners, constituting seventy-five percent (75%) or more of the Owners of real property in Willowbrook, desire to modify the Declaration as herein set forth.

NOW THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. That all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.
2. That Section VIII, "Restrictions", Subsection C, "Right to Lease", of the Declaration is hereby deleted and in its place the following provisions shall be substituted therefor:

C. Right to Lease

Any leasing within the Subdivision shall be subject to the following restrictions:

- (i) At no time shall more than three (3) of the Dwelling Units in the Subdivision be rented or leased; when such number is reached, future leases will be considered on a first come, first served basis as existing leases expire or are terminated.
- (ii) Owners may not lease their Dwelling Units if any dues, assessments, or special assessments are delinquent.
- (iii) No Dwelling Unit shall be rented, leased or licensed for transient or hotel purposes (including, but not limited to Airbnb, VRBO, or short term or other similar rental arrangements), and all leases shall be for a period of no less than twelve (12) consecutive months, whether or not rents or other fees are received by the Owner. The Owner may not reside on the property during the lease term.
- (iv) Signage for renting or leasing is not permitted in the Subdivision.
- (v) No Dwelling Unit shall be leased to a corporation, partnership, Trust or entity other than a natural person.
- (vi) No Dwelling Unit shall be leased to more than two Tenants not related by blood or marriage.
- (vii) No portion of a Dwelling Unit, other than the entire Dwelling Unit, may be rented or leased.
- (viii) Each lease must be in writing and shall include language whereby the Tenant acknowledges the Declaration and this Addendum and agrees to fully comply with provisions contained therein. The Tenant shall agree to be jointly and severally liable to the Association for all damage to the common elements caused by the negligent or intentional acts, omissions, misuse of the common elements by the Tenants, or their guests or invitees. The lease agreement must also indicate that the failure to comply with said provisions shall constitute a default and may, at the Board's discretion, require the lease to be terminated if compliance is not achieved.

- (ix) All Owners shall provide the Board copies of executed leases and sufficient Tenant contact information.
- (x) During the term of the lease, either the Tenant, or the Owner of the residence, but not both, shall be entitled to the privilege of use of the common elements, including swimming pool and other facilities.
- (xi) During the term of the lease, the Owner remains responsible for compliance with the Declaration and its amendments, including maintaining the exterior of the Dwelling Unit and Lot according to architectural compliance requirements and other standards of the Association.
- (xii) Owners shall remain liable to the Association for all damage to the common elements caused by the negligent or intentional acts, omissions, misuse of the common elements by the Tenants, or their guests or invitees.
- (xiii) Any Tenant who does not comply with these restrictions is deemed to be in violation of the Declaration, amendments thereto, and the rules and regulations of the Association. Upon such a violation, the Owner will be given notice of violation and an opportunity for a hearing thereon with the Board to agree on resolution. If resolution is not agreed or enacted, the Board shall be authorized to require the Owner to have the Tenant vacate the premises on 30 days' written notice. If the Tenant does not leave voluntarily within 30 days, the Owner shall evict the Tenant. In the event that an Owner fails to evict and remove the Tenant, the Owner shall be in violation of the Restrictions.
- (xiv) These Restrictions shall apply to all Dwelling Units and Lots in the Subdivision. Provided, however, that for Dwelling Units or Lots leased or rented at the time these Restrictions are recorded, the existing lease or rental agreement may continue until it expires or is terminated; and provided further that these Restrictions shall apply to those Dwelling Units and Lots one (1) year after recording in all events.
- (xv) In addition to these Restrictions, the Board of Directors may adopt reasonable rules and regulations governing the Dwelling Units which are rented, as it deems necessary to maintain the needs of the Subdivision, the Association, and its member Owners.

3. To the extent inconsistent with this Amendment, the Declaration is hereby superseded; as amended by this Amendment, however, the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, constituting more than seventy-five percent (75%) of the Owners of real property in Willowbrook, have executed this document as of the first day and date stated above.

WILLOWBROOK HOMEOWNERS
ASSOCIATION, INC., a Kansas
corporation

By: Randall Klement
RANDALL KLEMENT, President

STATE OF KANSAS, JOHNSON COUNTY, SS.:

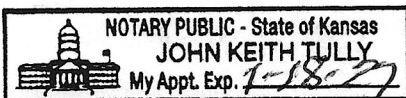
On this 6th day of April, 2023, before me, a Notary Public in and for said state, personally appeared Randall Klement, who being by me duly sworn did say that he is the President of the WILLOWBROOK HOMEOWNERS ASSOCIATION, INC., a Kansas corporation, and that the within instrument was signed and sealed in behalf of said corporation, and acknowledged said instrument to be the free act and deed of said corporation for the purposes therein stated.

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

John Keith Tully
Notary Public

My Commission expires:

1-18-27



Signature Pages Follow

EXHIBIT "A"

Lots 1 through 4, inclusive, and Lots 24 through 51, inclusive, WILLOWBROOK, a subdivision in the City of Overland Park, Johnson County, Kansas.

Lots 15 through 23, inclusive, WILLOWBROOK SECOND PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.

Lots 52 through 85, inclusive, and Tracts A, C, D and E, WILLOWBROOK THIRD PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.

Lots 5 through 14, inclusive, and Tract E, WILLOWBROOK FOURTH PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.

Lots 86 through 111, inclusive, and Tracts A, B, C, E, WILLOWBROOK FIFTH PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.