

**AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS, ASSESSMENTS
AND EASEMENTS OF HOLLY RIDGE TOWNHOMES**

This Amendment ("Amendment") is made and entered into as of May 8, 2019 by and among the persons who have executed this document in their capacities as owners of record of the Lots/Units described below (collectively, the "Owners"), and Holly Ridge Townhomes Homes Association, Inc., a Kansas non-profit corporation, as the homes association for the real property described below (the "Association").

WITNESSETH:

WHEREAS, the Declarant, Tom French Construction, Inc., constructed townhomes in the residential area in the City of Overland Park, Johnson County, Kansas, commonly known as "Holly Ridge Townhomes"; and

WHEREAS, the Declarant previously executed a certain document entitled Declaration of Covenants, Restrictions, Assessments and Easements of Holly Ridge Townhomes and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office") in Book 200401 at Page 4375 (the "Declaration"); and

WHEREAS, the Declaration places certain covenants, restrictions and assessments upon the following described residential lots (the "Lots" or the "Units") and the following described common areas:

See Exhibit A

WHEREAS, the Owners and the Association desire to amend the Declaration as provided herein;

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

A. Effective on the date this document is recorded, purchasers of Units must reside in said Units for a minimum of 24 months before the Unit may be leased to a third party.

1. Maximum Leases Allowed. At absolutely no time shall more than 10 Units be leased, unless an exception in writing is granted by the Board of Directors for a hardship. If, prior to the adoption of this Amendment to the Declaration, the number of leased Units exceeds 10, no other Units shall be leased until such time as the number of leased Units falls below 10. This provision shall apply to all owner-occupied Units upon the effective date of this Amendment and shall apply to any leased Unit upon the sale or transfer of that Unit, at which time that Unit must be occupied by the Owner thereof until the number of leased Units falls below 10.

Once the maximum number of leased Units has been reached, no Owner may sell their Unit to an Owner unless the purchasing Owner will occupy the Unit as the Unit will become subject to this provision upon the transfer of ownership of the Unit. Once the maximum number of Units have been leased, Owners shall be allowed to lease their Units as openings become available under the maximum on a first-come, first-served basis as logged on the Association's waiting list. Any Owner of a Unit 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, unless such lease is already on record with the Association.

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

(a) Leasing of Units shall be subject to the following restrictions:

(i) No portion of a Unit, other than the entire Unit, may be rented. Except as provided herein, no Unit may be leased for a period of less than 12 months, whether or not rents or other fees are received by the Owner. No Unit may be subleased.

(ii) Occupancy or use of a Unit for more than 90 days in any one year by a person, other than an Owner, a member of the Owner's family, or a temporary caretaker, shall require the execution of a lease agreement or 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.

(iii) All Owners leasing their Units shall bind all lessees to the provisions of the Declaration and the Association's rules and regulations by utilizing the Association's Lease Agreement 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 Board of Directors.

(iv) No Unit within Holly Ridge shall be rented for transient or hotel purposes or short-term vacation purposes.

(v) No Unit shall be leased to more than two persons not related by blood or marriage.

(vi) Owners who lease their Units shall provide the Board of Directors with the identity of the occupants of their Units.

(vii) Owners shall be jointly and severally liable to the Association for all damage to the common elements caused by the negligent or intentional acts, omissions, use or misuse of the common elements by their tenants, or their guests, invitees, employees or agents to the extent that any such damage is not covered by the Association's insurance. In addition, the Owner and the Owner's tenant shall be jointly liable for the deductible for any such damage to the common elements, including any costs of collection.

(viii) All Owners leasing their Units must conduct background and criminal checks on their tenants.

(ix) All Owners leasing their Units must maintain the exterior of the leased Unit according to the standards of the Association.

(x) Owners may not lease their Units if any assessments against the Unit are delinquent.

(b) In addition to these restrictions, the Board of Directors may adopt reasonable rules and regulations governing the Units which are rented.

(c) Hardship Exception. Any Unit may be leased or rented for a period not to exceed 18 months in any five-year period (such five-year period beginning at the inception of the lease or rental agreement) in the event that:

(i) The Unit Owner has temporarily relocated due to employment and advised the Board of Directors in writing of the circumstances and of the Unit Owner's intent to return to the Unit; or

(ii) The Unit Owner is temporarily residing in a hospital, nursing home or other type of extended-care facility due to a medical condition and the Unit Owner or his or her legal representative advises the Board of Directors in writing of the circumstances and of the Unit Owner's intent to return to the Unit.

B. Pursuant to Section 1 of Article XV of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots/Units

upon (a) the execution hereof by the Owners of record of at least two-thirds (2/3) of the Lots/Units; (b) the execution hereof by the Association; and (c) the recordation hereof in the Recording Office.

C. The execution of this Amendment may occur in counterparts with only one copy of the main body hereof being recorded 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.

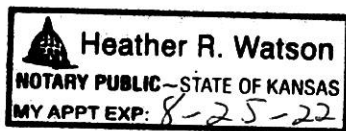
HOLLY RIDGE TOWNHOMES HOMES ASSOCIATION, INC.

By: *Jerry L. Tubbs*
Printed Name: JERRY L. TUBBS
Its: President

By: *Michael Peleg*
Printed Name: MICHAEL PELEG
Its: Secretary

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on May 8, 2019 by Jerry L. Tubbs, President and Michael Peleg, Secretary of Holly Ridge Townhomes Homes Association, Inc., a Kansas non-profit corporation.



Heather Watson
Notary Public
Printed Name: Heather Watson

My commission expires:
8-25-22

EXHIBIT A

Legal Description

Townhomes
Lots 31 through 53 and 64 through 110, and Tracts A and B, HOLLY RIDGE, a subdivision in City of Overland Park, Johnson County, Kansas, except the part of Tracts A and B now platted as part of HOLLY RIDGE TOWNHOMES, SECOND PLAT.

Lots 1 through 30, 54 through 63, and 111 through 154, and Tracts A and B, HOLLY RIDGE TOWNHOMES, SECOND PLAT, a subdivision in City of Overland Park, Johnson County, Kansas.