

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
AVIGNON VILLA HOMES COMMUNITY ASSOCIATION, INC.**

This Amendment ("Amendment") is made and entered into as of November 8, 2023 by and among the members of Avignon Villa Homes Community Association, Inc. who have approved this document in their capacities as owners of record of the residences described below (collectively, the "Owners"), and Avignon Villa Homes Community Association, Inc., a Kansas nonprofit corporation, as the homes association for the real property described below (the "Association").

WITNESSETH:

WHEREAS, the Developer, Avignon Villa Homes, LLC, constructed residential units in the residential area in the City of Olathe, Johnson County, Kansas, commonly known as "Avignon Villas"; and

WHEREAS, the Developer previously executed a certain document entitled Declaration of Covenants, Conditions and Restrictions for Avignon Villas and caused such document to be recorded in the Office of the Register of Deeds of Johnson County, Kansas (the "Recording Office") on January 26, 2006 in Book 200601 at Page 007754 *et. seq.* (the "Declaration"); and

WHEREAS, pursuant to Article X, Section 10.01 of the Declaration, the Declaration may be amended at any time by the affirmative vote of Members representing two-thirds (2/3) of the total members of the Association; and

WHEREAS, the Board of Directors has proposed to amend the Declaration in order to establish a reasonable procedure to govern rental property, amongst other things; and

WHEREAS, notice of a special meeting of the Association for the purpose of considering this Amendment was given to each Member in October 2023; and

WHEREAS, a special meeting of the Association was held on November 8, 2023, for the purpose of considering this Amendment, at which time 13 votes were cast against the Amendment and 117 votes were cast in favor of this Amendment; and

WHEREAS, more than two-thirds (2/3) of the total votes in the Association voted to amend the Declaration by adopting the Amendment of the Declaration of Covenants, Conditions and Restrictions for Avignon Villas;

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Avignon Villas is hereby amended as follows:

Section 8.14 (b) of the Declaration is deleted in its entirety and replaced with the following:

8.14 (b) Restrictions for Residential Lots.

(b) **Leasing.** The Association intends to preserve Avignon Villas in which the Living Units are occupied predominantly by the Owners. Except as provided herein, any Living Unit located on a Lot designated for residential use within the Property shall be occupied by the Owner of the Living Unit. However, leasing of units will be allowed provided the Lessee will occupy the Living Unit, the Owner registers the Lease with the Association, and provide such information as the Association may require:

(i) The Owner of a Living Unit is permitted to lease if the Owner has occupied the unit for at least two (2) years prior to leasing the unit, or the unit has been leased within the last year immediately preceding the date of recording this Amendment. The Owner's initial Lease and any renewal to an individual shall have a term of at least twelve (12) months. Any renewal or extension of the Lease shall be in writing and a copy submitted to the Association Board at least ten (10) days prior to the commencement date.

(ii) The Association Board may waive the limitation on leasing in this Section 8.14(b)(i) for a reasonable period in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job transfer, medical conditions, or other reasonable cause. Any such waiver shall be in writing and signed by the Owner and an Association Board member. In the event a waiver is granted, the Owner may lease the unit for the term granted in accordance with the regulations in Section 8.14(b).

(iii) The Owner, Lessee, and all occupant(s) are subject to the provisions of the Governing Documents. The Owner shall furnish to the Association Board, at least ten (10) days before the commencement date, a copy of the executed Lease, the names and contact information of the Lessee, and a lease addendum as required by the Association.

(iv) The Owner certifies the Lessee has been provided with an electronic or hard copy of the following Governing Documents; The Declaration of Covenants, Conditions, and Restrictions (CC&Rs), The ARC Development Guidelines, and The Avignon Villa Community Association Bylaws. The Owner shall furnish these certifications to the Association Board on the most current

version of the "Avignon Homeowner Lease Certification Checklist and Confirmation" form.

(v) Any lease permitted under this Section 8.14(b) and executed or renewed on or after adoption of this Amendment shall be in writing ("Lease") and, whether expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section.

Assignment of Rights. The Owner assigns to the Lessee all rights and privileges related to occupancy of the Living Unit. The Owner retains the right to vote, must pay assessments, fines, and other charges by the Association. The Owner must maintain the unit in accordance with the Governing Documents.

Short-Term Rentals. No Living Unit may be leased on a nightly or monthly basis, or for transient or hotel purposes including home exchange, swap or via Airbnb®, VRBO® or their functional equivalent. Not less than the entire unit may be leased.

No Timeshares. No Living Unit may be conveyed under a timesharing plan or functional equivalent. A timesharing plan shall include any ownership interest in a legal entity that is the owner of a unit whereby the different owners of the legal entity share or divide time for the purposes of occupancy of the unit.

Reasonable Restraint on Alienation. The leasing limitations of this Section shall be deemed a reasonable restraint on alienation and not a change in the use of the Living Unit, which shall be intended for the occupancy as a residence by a single person, a family or a "family sized" group of persons.

Enforcement. The Association is authorized to enforce any violation of Governing Documents by Lessee or occupant(s) regardless of relationship to Owner, except for nonpayment of rent, and may deem such violation a default of the Lease and shall have the right, after notice to the Owner and opportunity to cure, to terminate the Lease by judicial proceeding, and shall have all other remedies under the Governing Documents.

Trusts. In the event the Lot or Living Unit is owned by a trust, the Living Unit is to be occupied predominantly by the Owners. The unit shall be deemed occupied by the Owners if occupied by a beneficiary of the trust, the grantor of the trust, the spouse or other direct family member, meaning child, parent, grandchild, grandparent, in-law, step relative, or sibling of the grantor of the trust.

This Amendment shall become effective as an amendment of the Declaration and binding upon all of the Residences upon the recordation hereof in the Recording Office.

The purpose of this Amendment is to ensure that, except in limited circumstances described above, Units shall be occupied by their owners. Therefore, contract for deeds or rent to own or similar purchase agreements shall be considered leasing or renting.

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 undersigned officers of Avignon Villa Homes Community Association, Inc. hereby certify that this Amendment has received the requisite approval pursuant to Section 10.01 of the Declaration this ~~day of December 2023.~~ ^{11TH DAY OF JANUARY 2024.}

AVIGNON VILLA HOMES COMMUNITY ASSOCIATION INC.

By: Linda L Beadle
Printed Name: LINDA L Beadle
Its: President

By: Kirk Vigil
Printed Name: KIRK VIGIL
Its: Secretary

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on 11TH DAY OF JANUARY, 2024 by LINDA L BEADLE, President and KIRK VIGIL, Secretary of Avignon Villas Homes Community Association, Inc., a Kansas nonprofit corporation.

Robin Baldridge
Notary Public
Printed Name: Robin Baldridge

My commission expires:
01/25/2025



EXHIBIT "A"

Legal Description

Lots 1 through 49 and Tracts A, E, F, G and H, Plat of Avignon, First Plat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof.