

AMENDMENT TO THE MONTRACHET
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to the Montrachet Declaration of Covenants, Conditions and Restrictions ("Amendment") is made as of MAY 11TH, 2021 by Montrachet Home Owners Association, Inc., a Kansas non-profit corporation (the "Association"), and the parties executing this Amendment as current "Owners" of Dwellings, for the purpose of amending the Montrachet Declaration of Covenants, Conditions and Restrictions recorded with the Register of Deeds of Johnson County, Kansas in Volume 2432 at Page 200, (the "Declaration").

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

See Exhibit A

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

Section C of Article IX of the Declaration is deleted in its entirety and replaced with the following:

1. Effective on the date this document is recorded, purchasers of Dwellings must reside in said Dwellings for a minimum of 36 months before the Dwelling may be leased to a third party.
2. Any Owner of a Dwelling 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.

3. All Leased Dwellings Shall be Subject to the Following Restrictions:

In addition to these restrictions, the Board of Directors may adopt reasonable rules and regulations governing the Dwellings which are rented or leased.

A. No portion of a Dwelling, other than the entire Dwelling, may be leased. Except as provided herein, no Unit may be leased for a period of less than 12 months, whether or not rent payments or other fees are received by the Owner. No Dwelling may be subleased.

B. Occupancy or use of a Dwelling 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 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.

C. All Owners leasing their Dwelling 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.

D. No Dwelling within Montrachet shall be rented for transient or hotel purposes or short-term vacation purposes. No Dwelling may be advertised through any medium, including, but not limited to, websites such as "AirBnB" or "VRBO" for short-term stays in Dwellings in Montrachet.

E. No Dwelling shall be leased to more persons not related by blood or marriage than the number of bedrooms present in the dwelling.

F. Owners who lease their Dwellings shall provide the Board of Directors with the identity of the occupants of their Dwellings.

G. 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.

H. All Owners leasing their Dwellings must conduct background and credit checks on their tenants prior to executing any binding lease agreement.

I. All Owners leasing their Dwellings must maintain the exterior of the leased Dwelling according to the standards of the Association.

J. Owners may not lease their Dwellings if any assessments against the Dwelling are delinquent.

K. Nothing contained in these restrictions apply to guests of Owners who may reside in the Owner's property while the Owner is still present and residing full-time in the property.

4. Contract for Deed. For the purpose of this Amendment, contracts known as "Contract for Deed" or similar agreements purporting to sell a Dwelling with financing by the Owner will be considered a lease or rental agreement, which will subject the Dwelling, its Owners and occupants to all provisions of this Amendment.

5. Enforcement of Restrictions and Rules. Any violation by a Dwelling Owner or Occupant or, with respect to a Dwelling, of any rule or regulation adopted by the Association, or the breach of any restriction, covenant or provisions contained in this Amendment shall give the Association (acting through the Board) the right, in addition to all other rights set forth in the Declaration:

A. To establish, levy and collect monetary fines as a Special Dwelling Expense upon the offending Dwelling Owner and the Dwelling in such amounts as the Board deems necessary to effect compliance with the requirements.

B. To enjoin, abate or remedy the continuance of any breach by appropriate legal proceedings, either at law or in equity; and/or

C. To recover from the offending Dwelling Owner as a Special Dwelling Expense, in any legal proceedings to enjoin, abate or remedy a breach, all costs of such action incurred through the Association, including court costs and reasonable attorneys' fees.

Pursuant to the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots/Dwellings upon (a) the execution hereof by the Owners of record of at least 75 percent of the members of the Lots/Dwellings; (b) the execution hereof by the Association; and (c) the recordation hereof in the Recording Office.

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.

MONTRACHET HOME OWNERS ASSOCIATION, INC.

By: John W. Colmer

Printed Name: John W. Colmer
Its: President

By: Marcia A. Kenley

Printed Name: MARCIA A. KENLEY
Its: Secretary

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on MAY 11, 2021 by
JOHN W. COLMER, President and MARCIA A. KENLEY
Secretary of Montrachet Home Owners Association, Inc., a Kansas non-profit corporation.

Fiona Curtin
Notary Public

FIONA CURTIN
Printed Name

My commission expires:

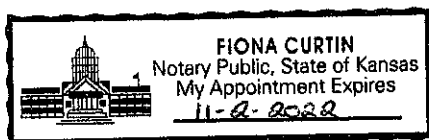


EXHIBIT "A"

A tract of land in the NW 1/4 of Section 11, Township 13S, Range 24E in the City of Overland Park, Johnson County, Kansas being more particularly described as follows:

Beginning at a point 238.00 ft. East and 45 ft. South of the NW Corner of said Section 11; thence North 89°53'28" West a distance of 132.93 ft. to a point; thence on a curve to the left having a radius of 50.00 ft. a distance of 78.58 ft. to a point, said point being 95.00 ft. South and 55.00 ft. East of the NW corner of said Section 11; thence South 00°04'00" West a distance of 1100.00 ft. to a point; thence North 65°35'20" East a distance of 602.34 ft. to a point; thence North 38°26'00" West a distance of 290.00 ft. to a point; thence North 00°04'00" East a distance of 475.00 ft. to a point; thence North 42°53'28" West a distance of 271.00 ft. to the point of beginning.

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STATE OF KANSAS]
COUNTY OF JOHNSON] ss
FILED FOR RECORD

1966 SEP 29 P 4: 03 0

RUBIE H. SCOTT
REGISTER OF DEEDS

BY _____ DEP

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