

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR KENSINGTON MANOR

This Second Amendment to the Declaration of Restrictions for Kensington Manor (this "Second Amendment") is made as of August 16, 2021 and is approved and adopted by those Lotowners whose names are on file with the Kensington Manor Homes Association, Inc., a Kansas not-for-profit corporation (the "Association").

WHEREAS, Kensington Manor is a subdivision of land in the City of Overland Park, Johnson County, Kansas and is subject to the covenants and restrictions set forth in that certain Declaration of Restrictions for Kensington Manor recorded in the Office of the Register of Deeds of Johnson County, Kansas on June 18, 1984 in Volume 2023 pages 698-717, as amended by the First Amendment to the Declaration of Restrictions for Kensington Manor recorded in the Office of the Register of Deeds of Johnson County, Kansas on June 8, 2004 as Document Number 20040608-0004289 in Book 200406 and Page 004289 (together, the "Declaration");

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration;

WHEREAS, the Declaration provides that it may be amended by an instrument adopted by the Lotowners of two-thirds of the Lots provided that written notice of the proposed instrument is sent to every Lotowner at least sixty (60) days in advance of any action taken; and

WHEREAS, at least two-thirds of the Lotowners by written consent (See Exhibit A) have approved and adopted this Second Amendment and authorized the Association to execute and file this Second Amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Leasing of Lots or Dwellings.** Article III is hereby amended by adding the following provision as Section 17 thereof:

Section 17.

Leasing of Lots or Dwellings

No Lot or Dwelling or any portion thereof may be leased or rented for a period of less than twelve (12) months. All leases or rental agreements shall be in writing, and shall be subject to the review and approval of the Board of Directors of the Association. Approval or disapproval of the Board of Directors shall be based upon the effect, in the sole opinion of the Board of Directors, of such rental on property values in the area where such Lot or Dwelling is located. The owner of the applicable Lot or Dwelling shall provide a copy of the lease to the Board of Directors at least sixty (60) days prior to the proposed commencement date of the lease, together with a non-refundable application fee of \$750 by cashier's check payable to the Association, and the Board of Directors shall approve or deny the proposed lease within thirty (30) days after receiving it or the lease will be deemed approved. Failure to seek approval, or leasing after disapproval, will give the Board of Directors immediate rights to seek eviction of the tenant, plus an action for all

costs and damages, including, but not limited to, reasonable attorneys' fees and administrative fees of the Association against the owner. Any sum found due and owing to the Association in such an action will become a lien against the property. The owner of the applicable Lot or Dwelling shall be responsible for compliance by the renter or lessee of the terms and conditions of this Declaration, and the rules and regulations of the Association. Upon failure by a tenant or the owner to abide by the terms and conditions of the Declaration, or the rules and regulation of the Association, the Association may, at the discretion of the Board of Directors, terminate the lease. In addition, each renter and lessee, and the other adults with whom the renter or lessee resides, shall execute an agreement with the Association by which said persons agree to abide by this Declaration and the rules and regulations of the Association, and be subject to fines and assessments levied hereunder and thereunder. The owner of any Lot or Dwelling being leased in violation of this Section may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard. No Lot or Dwelling may be rented for transient or hotel purposes, including short-term stays such as AirBNB or similar stays.

Notwithstanding the foregoing, occupancy of a Lot or Dwelling by a blood relative of an owner shall not constitute a lease for purposes of this Section. A blood relative is defined as a grandparent, parent, child (natural or adopted), grandchild, or sibling of an owner. Further, the requirements and restrictions of this Section shall not apply with respect to any existing leases of a Lot or Dwelling as of the date of this Second Amendment, but such requirements and restrictions shall apply with respect to any new tenant or any new lease of such Lot or Dwelling following the date of this Second Amendment.

2. **Annual Assessments.** Article VI, Section 5 is hereby amended by deleting Section 5 in its entirety and inserting the following:

Section 5.

Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a yearly basis.

3. **Transfer Fee.** Article VI is hereby amended by adding the following provision as Section 9 thereof:

Section 9.

Transfer Fee

Upon the sale of any Lot or Dwelling subject to the terms of this Declaration, the Association shall assess a reasonable transfer fee to cover the cost of the Association's expenses in connection with such transfer. It is the intent of the Association that such transfer fee shall be the responsibility of the buyer(s) of the Lot or Dwelling, providing of course, that this responsibility is subject to negotiation by and between the buyer(s) and seller(s). The transfer fee may be paid at or prior to Closing. Such fee shall constitute an assessment against and/or a lien on such Lot or Dwelling until paid in full and shall be enforceable in the same manner as other liens already described herein.

4. **Ratification.** Except as specifically amended by this Second Amendment, the Declaration shall remain in full force and effect in accordance with all of the terms and conditions thereof.

5. **Binding Effect.** This Second Amendment shall be binding on all Lotowners and their successors, heirs and assigns and shall run with the land.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment effective as of the date first above written.

Kensington Manor Homes Association, Inc.

By: Scott M. Vargo
Name: Scott M. Vargo
Title: President

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

I, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott M. Vargo, personally known to me to be the President of Kensington Manor Homes Association, Inc., a Kansas not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16 day of August, 2021.

Paul Anthony Wichmann
Notary Public

My Commission Expires: 12-31-2024

Signed or attested before me on 8-16-2021
by Scott M. Vargo.

