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Register of Deeds T20260024171

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED WHITETAIL HOMES ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND ASSESSMENTS**

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AMENDED AND RESTATED WHITETAIL HOMES ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND ASSESSMENTS**

THIS AMENDMENT is made this 11 day of may, 2026
by the undersigned parties.

WHEREAS, the Amended and Restated Whitetail Homes Association, Inc. Declaration of Covenants, Conditions, Restrictions, Easements and Assessments (hereafter referred to as "Declaration") was recorded on September 12, 2019, in the Register of Deeds Office of Johnson County, Kansas as Document No. 20190912-0003712, Book 201909, Page 3712; and

WHEREAS, Section 36 of the Declaration permits amendment upon approval of not less than two-thirds (2/3) of the Owners; and

WHEREAS, the Association desires to adopt leasing restrictions in order to preserve the residential character of the subdivision, protect property values, and promote owner occupancy; and

WHEREAS, the requisite percentage of Owners has approved this Amendment.

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

FIRST

A new Section 40, Leasing Restrictions, shall be added to the Declaration as follows:

**SECTION 40.
LEASING RESTRICTIONS**

1. General Prohibition on Leasing. Effective upon recording of this Amendment, no Lot or residence subject to the Declaration may be leased, rented, or occupied by any person other than the Owner, except as expressly provided herein.

2. Grandfathered Existing Leases (Sunset Provision). Any Owner who is engaged in leasing or subleasing a residence on any Lot as of the effective date of this Amendment ("Existing Lease") may continue such lease until sale or transfer of the lot, with each property limited in occupancy to only a single family.

3. Lease Registration and Disclosure Requirements. All Owners currently engaged in leasing or subleasing shall, within thirty (30) days of the recording of this Amendment, provide the Association with:

- a) A complete copy of the current written lease agreement; and
- b) A Completed Tenant Registration Form created and approved by the Board, which shall include, but not limited to: (i) names of all occupants over 18; (ii) lease term; (iii) contact information.

4. Tenant Compliance. All lease agreements permitted under this Section shall: (i) be in writing; (ii) require tenants and occupants to comply with the Declaration and all rules and regulations of the Association; and (iii) provide that any violation of the Declaration constitutes a default under the lease. Notwithstanding any lease, the Owner shall remain responsible for all violations, assessments, fines, and obligations under the Declaration.

5. Hardship Exceptions. An Owner may apply in writing to the Board for a hardship exemption from this leasing restriction. Hardship exemptions may be granted within the first 24 months of occupancy only upon a showing of extraordinary circumstances, including but not limited to: (i) Military deployment; (ii) job relocation; or (iii) Medical hardship. Any hardship exemption shall be in writing. The granting or denial of a hardship exemption shall be within the sole discretion of the Board.

6. Short-Term and Transient Rentals Prohibited. No Lot or residence may be rented for transient, hotel, or any other type of short-term purposes, including rentals of less than thirty (30) consecutive days, and no Lot may be used for Airbnb, VRBO, or similar rental platforms. (Refer to current Declaration Section 18.14 in the Amended and Restated Whitetail Homes Association, Inc. Declaration of Covenants, Conditions, Restrictions, Easements and Assessments).

7. Notice to Purchasers. Any Owner who sells or conveys a Lot shall disclose in writing to the purchaser that leasing of the Lot is prohibited during the first 24 months of occupancy under the Declaration except as expressly allowed by this Section.

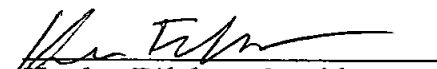
8. Rules and Procedures. The Board may adopt reasonable rules, forms, and procedures to implement and enforce this Section, including, but not limited to tenant registration forms and hardship application procedures.

9. Enforcement; Fines; Lien Rights. Any violation of this Section shall constitute a violation of the Declaration and shall be subject to enforcement by the Association, including: (i) fines as adopted by the Board; (ii) suspension of Association privileges; (iii) legal action for injunctive relief; and (iv) assessment of enforcement costs and attorney's fees.

Any unpaid fines or enforcement costs shall constitute an assessment and may become a lien against the Lot enforceable as provided in the Declaration and Kansas law.

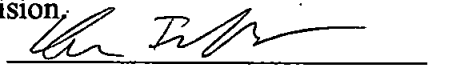
IN WITNESS WHEREOF, the undersigned has caused these presents to be executed effective as of the 11 day of May, 2026.

WHITETAIL HOMES ASSOCIATION, INC.


Heather Fulghum, President

VERIFICATION OF VOTE TO AMEND

I, the duly elected President of Whitetail Homes Association, Inc., hereby verify that a vote to approve and adopt the foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Assessments ("Declaration") was duly noticed for the 11 day of May, 2026, and that the vote passed by a two-third (2/3) written vote of all Members, and that I, as President, am duly authorized to execute and record the foregoing instrument with the Register of Deeds of Johnson County, Kansas as the Declaration governing all Lots in the subdivision.

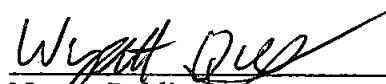

Heather Fulghum, President
Whitetail Homes Association, Inc.

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11 day of May, 2026, before me, the undersigned, a Notary Public in and for the County and State set forth above, personally appeared Heather Fulghum, known to be the President of Whitetail Homes Association, Inc., personally known to be the same person who executed as such officer, the above and foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Assessments on behalf of said corporation, and such person duly acknowledged execution of the same to be the free act and deed of said corporation.

In WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year least written above.


Notary Public

My Appointment Expires:

1/16/30



EXHIBIT A

All of Lots 1 through 55, Whitetail 1st Plat, a subdivision in the City of Olathe, Johnson County, Kansas

All of Lots 58 through 103, Whitetail 1st Plat, a subdivision in the City of Olathe, Johnson County, Kansas.

All of Tracts A through G, Whitetail 1st Plat, a subdivision in the City of Olathe, Johnson County, Kansas

All of Lots 105 and 106, Whitetail 3rd Plat, a subdivision in the City of Olathe, Johnson County, Kansas.