

1 **DISTRIBUTION DRAFT**

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6 **PROPOSED AMENDMENTS**

7 **to the**

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10 **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

11 **for**

12 **WAKEFIELD**

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23 The following Proposed Amendments involve covenants located in the Declaration of Covenants,
24 Conditions and Restrictions for Wakefield (“Declaration”) recorded in the Office of the Johnson County
25 Recorder on December 8, 1995, as **Instrument #95023081**.

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27 According to Article IX, Section 9.1, of the Declaration, amendments of a material nature may be made to
28 the Declaration if the amendment is approved by a vote of two-thirds (2/3) in the aggregate of the
29 members of the Association and fifty-one percent (51%) of all Mortgagees who have given prior notice to
30 the Board of Directors of the Association in accordance with the provisions of Section 8.1. of the
31 Declaration.
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Section 2.6(O) of the Declaration will be deleted and replaced with the following language:

O. Renting or Leasing. For the purpose of maintaining the congenial and residential character of Wakefield, and for the protection and maintenance of property values by encouraging the maintenance, improvement and updating of the Lots within the Wakefield community, titled Owners, or their agent or representative, cannot rent or lease any home in the Wakefield subdivision except as provided within this covenant. Except as set forth in this covenant, each home in Wakefield must be “Owner Occupied” only by the titled Owner(s) and the titled Owner’s spouse or significant other, dependent children, live-in caretaker, and any temporary visitors and guests, so long as the titled Owner(s) also lives in the home. The term “Owner Occupied” does not include the representatives, employees, agents or guests of a corporation, partnership, or other entity, nor does it include contract purchasers.

If a current Owner is renting his home in Wakefield on the date this rental restriction goes into effect, then that Owner may continue to rent his home so long as he owns the home. However, once the Owner transfers title to the home to another Owner, or stops using the home as a rental property, then the home must comply with this covenant and be occupied only by the titled Owner(s) and the titled Owner’s spouse or significant other, dependent children, live-in caretaker, and any temporary visitors and guests, so long as the titled Owner(s) also lives in the home. All leases must be in writing, for a period of at least six (6) months and no longer than one (1) year, must inform the renter that failure to comply with the terms of the Declaration is a default under the lease, and the Owner(s) must provide the Association with a copy of the lease (amounts redacted) within thirty (30) days of signing the lease.

For any Owner who is not renting his home in Wakefield on the date this rental restriction goes into effect, but thereafter enters into a lease agreement, rental agreement, purchase contract, or similar document, those agreements or contracts shall be voidable in the sole discretion of the Association’s Board of Directors.

The Board may approve a hardship exception to this restriction in writing when deemed reasonably appropriate by the Board under the particular circumstances, such as for estate planning or to comply with state or federal laws. A decision of whether to grant a hardship exception is made on a case by cases basis and is strictly within the sole discretion of the Board. The Board’s decision to grant or to not grant a hardship exception may not be overturned by any court unless the decision is shown to violate federal or state law.

This restriction on renting and leasing takes effect on the date this covenant amendment is recorded with the Johnson County Recorder’s Office. This provision does not apply to institutional mortgagees of any home in Wakefield which comes into possession of the home by reason of foreclosure, judicial sale, or deed-in-lieu of foreclosure. Any Owner, or their tenant or lessee, found to be in violation of any portion of this covenant or the Declaration by a court of competent jurisdiction will be permanently banned from renting his property in Wakefield.