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CERTIFICATE OF SUBSTANTIAL COMPLETION
 AND
 DECLARATION OF HOMES ASSOCIATION

Whereas, the undersigned, Red Oak Hills Partnership (hereinafter referred to as the "Developer") is the owner and developer of the following described real estate as recorded in the First Plat, Second Plat and Third Plat, RED OAK HILLS, Johnson County, Kansas, to wit:

RED OAK HILLS, a subdivision in Johnson County, Kansas, according to the recorded plat(s) thereof as filed in the Johnson County Office of Register of Deeds.

Whereas, the above named owner and developer finds that such land, collectively known as the Red Oak Hills subdivision, is substantially complete, in that it has been platted and lots are ready to be sold, subject, however, to Developer's continuing right to annex additional land into the subdivision, and

Whereas, the above named owner and developer desires that a Homes Association be formed for the benefit of the land in the subdivision;

Now, Therefore, Red Oak Hills Partnership declares the Red Oak Hills Subdivision substantially complete and declares the formation of a Homes Association upon recordation with the Register of Deeds the Articles of Incorporation by the Developer creating such Homes Association. The Homes Association shall be known by the name of Red Oak Hills Homes Association, Inc.

A. Membership in Association. Every owner of a lot which is subject to assessment shall be a member of the Association and the Association shall administer all common area. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

B. Voting Rights. There shall be two classes of voting membership in the Association which rights shall be exercised as provided below.

Class A. Class A members shall be all owners with the exception of Developer and such members

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shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members; however, they shall all collectively exercise the one vote with respect to any lot.

Class B. The sole Class B member shall be Developer and such member shall be entitled to two votes for each lot owned. The Class B membership shall cease and shall be converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, which by virtue of the two to one ratio of votes between Class B and Class A will occur when sixty-six (66%) percent of the lots included within this declaration at that time have been sold by Developer; provided however, that if additional land is thereafter annexed into the Association and the subdivision so as to create an additional number of lots of such an amount that the proportion of lots sold is decreased below sixty-six (66%) percent, then and in that event the Class B membership shall automatically be recreated in the same manner and in the same condition as it originally existed.

C. Covenant and Lien for Assessments. The Developer for each lot owned within the subdivision and the Association hereby covenants and agrees to pay, and each owner of any lot by acceptance of a deed is deemed to covenant and agree to pay, to the Association;

- (1) Monthly assessments or charges;
- (2) Special assessments for capital improvements; and
- (3) Any other assessments for such expenses as are hereinafter created for by the Association or provided for in this declaration. All assessments shall be fixed, established and collected from time

to time as hereinafter provided. Such assessments, together with the interest thereon, costs and reasonable attorney's fees involved in any collection thereof, shall be a charge and a continuing lien in favor of the Association upon the real estate or lot against which each such assessment is made. Such lien shall arise and run from the time at which any assessment remains unpaid for thirty (30) days after the same has become due and payable. Interest shall run on any unpaid assessment at the then current judgment rate as provided in the laws of the State of Kansas. The Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property through proceedings in any court having jurisdiction of suits for the enforcement of such liens. Provided however, the lien for assessments provided herein shall be subordinate to the lien of any pre-existing first mortgage placed upon any property subject to assessment. Such liens may be recorded, shall run with the land and no sale, transfer or refinancing of any lot shall affect the assessment lien.

D. Use of Assessment Monies. Assessments levied by the Association shall be used to enhance the property and to promote the recreation, health, safety and welfare of the residents in the subdivision and owners of lots and for the improvement and maintenance of all common area.

E. Creation of Assessments. The Board of Directors of the Association shall fix the monthly assessment per lot in accordance with the Articles of Incorporation to be subsequently filed with the Register of Deeds of Johnson County, Kansas and the Bylaws adopted by the Association. The maximum monthly assessment may be increased each year, after the first initial such assessment, by no more than fifteen (15%) percent above the maximum monthly assessment

for such initial year or the previous year without any vote of the membership in the Association. A majority vote of the membership conducted in accordance with the Bylaws of the Association shall be required to increase any maximum monthly assessment by more than fifteen (15%) percent. Provided however, the Association may levy in any year a special assessment applicable to any year and future years for the purpose of defraying part or all of the expenses as to the cost of reconstruction, repair or replacement of capital improvements on the common area, and/or the construction of new capital improvements. Such special assessments shall be levied only upon the vote of two-thirds (2/3) of the voting power of members present in person or by proxy at a meeting of the members called pursuant to the notice provisions contained in the Articles of Incorporation and any applicable Bylaws, and conducted in accordance with said Bylaws.

F. Rate of Assessment. Both monthly assessments and special assessments must be fixed at a uniform rate for all similar lots, and monthly or less frequent due dates shall be established by the Board of Directors of the Association so as to provide for efficient collection of assessments. Provided however, nothing herein contained shall prevent the Board of Directors of the Association from assessing different sizes or types of lots with varying assessments and amounts thereof as long as all similar lots pay a uniform and equal rate. All assessments of owners, other than the Developer, shall commence on the 15th day of the month following such owner's acquisition of any lot within the subdivision or the Association.

G. Maintenance of Common Area. The Association shall provide for the perpetual maintenance of all common areas, footpaths, jogging paths (and easements therefore), utilities, buildings and equipment thereon. Each owner shall be responsible for the maintenance of such owner's

lot and any improvements thereon, provided however, the Association may, by vote of three-fourths of its members present at a meeting in person or by proxy provide for the grounds keeping of all owners' lots and to include the costs thereof as a part of the monthly assessments. Further, all owners or members who own similar lots may vote by the same majority to provide for such maintenance to assess such similar lots without the requirement of such grounds keeping on other, dissimilar lots in the Association, in which event, assessments for such grounds keeping shall apply only to such similar lots of the same category and not to other lots in the Association. In the event that the Association fails to adequately and properly maintain any common area, the City of Shawnee, Kansas is hereby granted a perpetual easement in such event to enter upon the common area to maintain same.

H. Easements and Right-of-Way. Developer, the Association and, as provided herein, the City of Shawnee, shall have a right of access and an easement to, over and through all of the common area, dedicated easements and platted easements contained within the Association and the subdivision for all purposes which enable such parties to perform their obligations, rights and duties with regard to maintenance, repair, restoration and/or servicing of utilities for the common area in the subdivision.

I. Insurance. The Board of Directors shall obtain and maintain, to the extent obtainable, fire and other hazard insurance of standard extended coverage, vandalism and malicious mischief endorsements, insuring all common area and improvements thereon, and public liability insurance in such limits as the Board of Directors may from time to time determine, covering the same common area and improvements with cross liability endorsement to cover the members and owners in the Association. The Board of Directors may also obtain such other insurance as it may

determine from time to time to be necessary with all premiums for all policies purchased by the Association to be charged as a common expense over all property contained within the subdivision and to be paid from the assessments thereon.

J. Annexation of Additional Land. Developer shall have the right to annex additional land into the subdivision and the Association, in which event the owners in such additional, annexed land shall have the same rights in the Association as are contained herein. Upon Annexation, the owners of such additional land shall have the same rights to the common areas in the Association and the same right of ingress and egress to the property as the original owners. All annexations shall be made by Developer filing a declaration of annexation, describing the property to be annexed, in the office of the Register of Deeds of Johnson County, Kansas.

25. Notices. Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent and received when mailed, postage prepaid to the last known address of the person who appears as an owner on the records of the County Appraiser and Register of Deeds of Johnson County, Kansas at the time of such mailing.

IN WITNESS WHEREOF, the undersigned hereby executes this instrument on this day and year first above written.

10th 1986 MAY 27 11:24 9
COUNTY OF JOHNSON
FILED FOR RECORD
RUBIE H SCOTT
REGISTER OF DEEDS

RED OAK HILLS PARTNERSHIP
Developer

BY David K. Miller
David K. Miller, Partner

BY _____
STATE OF KANSAS)
) ss.:
COUNTY OF JOHNSON)

On this 21st day of May, 1986, before me, a Notary Public in and for said county and state, personally appeared David K. Miller, Partner of Red Oak Hills Partnership, known to me to be the person who executed the within Declaration of Restrictions on behalf of said partnership and acknowledged to me that he executed the same for the purposes therein stated.

MEG L KERSTETTER
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires 11-1-89
My Commission Expires: 11-1-89

Meg L. Kerstetter
Notary Public