



Ryan's Run Homes Association Legal Review of Documents Summary

November 6, 2022

The purpose of this memo is to summarize the legal review of the Ryan's Run Homes Association (Association) documents and record its conclusions and results for future use as needed by the Association. This memo will be recorded on the Association website for easy reference and access.

The review of Association documents was initiated at the January 4, 2021, Ryan's Run Homes Association Annual Meeting. Homeowners at that meeting suggested that the Association's By-laws, Restrictions, and other Association documents should be reviewed, updated as needed, and distributed to reflect current conditions that may be facing the Association. This suggestion became an action item for the new, in-coming, Board of Directors (BOD).

At the March 25, 2021, BOD meeting, the BOD, after interviewing a few attorneys, decided to work with Mark McFarland, an attorney with the Hinkle Law Firm with a local office at Lenexa City Center – Penn 1, 8711 Penrose Lane, Suite 400, Lenexa, Kansas 66219-8197 (phone: 913-345-9205). After internal discussion, the BOD decided that an initial or cursory review of the Association documents by the attorney would be appropriate to obtain initial feedback concerning any recommended updates or revisions to the documents. If pertinent changes are recommended, then we could proceed to implementing additional tasks to legally incorporate such changes. A scope of work was developed for the initial review (Task 1) and forwarded to the attorney for his proposal. The attorney's proposal for performing the initial Task 1 scope of work was received on May 12, 2021. The BOD approved the attorney's proposal, and a notice-to-proceed was issued to the attorney on July 25, 2021. The Task 1 scope of work is provided in **Attachment 1**.

The attorney's initial review of the Association documents was received on July 7, 2021. His invoice for the Task 1 services was received on August 13, 2021. Through various emails during the August 16 to 23, timeframe, the BOD concluded the attorney had satisfactorily completed the Task 1 scope of work and that payment should be made. The BOD voted (via email) 7-0 in favor of payment. Payment was mailed on August 25, 2021. **Attachment 2** provides the attorney's initial review.

At the September 9, 2021, BOD meeting, it was recommended that a sub-committee be formed to evaluate the attorney's initial review, ascertain action items for the Association, and formulate



a Task 2 scope of work. The sub-committee met on September 13, 2021, and prepared a meeting memo that described an action plan for the BOD's consideration. The action plan was discussed at the November 17, 2021, BOD meeting, and it was agreed to prepare a Task 2 scope of work for the attorney's consideration and proposal. The Task 2 scope of work and request for proposal were mailed to the attorney on January 12, 2022. The attorney's proposal for Task 2 services was received on April 8, 2022, via email. The Board's legal review sub-committee reviewed the proposal and recommended to the Board for approval and implementation. The Board voted (via email) 4-0 and approved the work. A notice-to-proceed with the Task 2 work was issued to the attorney on May 15, 2022. **Attachment 3** includes the Board's legal review sub-committee's meeting memo action plan and the Task 2 scope of work. (It should be noted that one aspect of the attorney's initial review and recommendations was that there is no record of the vote for approving the Amendments to By-laws dated February 18, 1999. To rectify this issue, the BOD voted on the amendment. The resulting vote by the Board was 7-0 in favor of the Amendments to By-laws dated February 18, 1999.)

As part of the Task 2 services, the attorney provided a copy of all the Ryan's Run Homes Association's documents created and officially filed with the Director of Records and Taxation at Johnson County to take over from the developer and the Association's By-laws. These documents should be maintained in a binder for the BOD to be maintained by the Secretary and/or President and transferred when there is a new Secretary and/or President. (It was clarified later by the attorney that these documents are not all of the Association's documents, but only those the attorney needed to perform his review work.) The attorney's responses to the Task 2 scope of work were received via email on September 20, 2022. The Board's legal review sub-committee reviewed the attorney's responses to the Task 2 scope of work, and comments were made to the document on September 22, 2022. The sub-committee had two additional, clarifying questions, which were emailed to the attorney on September 29, 2022. The attorney answered these questions per his October 4, 2022, email. Basically, the sub-committee's review findings recommended that based on the attorney's responses that no additions, changes, or updates to the Association's documents are necessary at this time. The subject of assessments still remains an outstanding item to be dealt with in the future by the BOD and Association. The officially filed Association documents used by the Attorney in his review, Attorney's responses to the Task 2 scope of work, legal review sub-committee review comments, additional sub-committee clarifying questions, and the attorney's responses to the additional questions are provided in **Attachment 4**.

The Association received the attorney's invoice for Task 2 services on October 14, 2022. At the October 30, 2022, BOD meeting, the legal subcommittee submitted to the Board a recommendation to accept the attorney's review responses associated with the Task 2 services and approve his invoice for the services. At this time, no updating or revising of the Association documents are necessary. The matter of assessments is still an outstanding issue for the Board and Association to work through. The Board voted unanimously (7-0) to approve the attorney's review responses associated with the Task 2 services and payment of the attorney's invoice. Payment was made via the Association's letter dated November 2, 2022.



The Homeowner action item from the January 4, 2021, Ryan's Run Homes Association Annual Meeting to review, update, and distribute Association documents is now officially completed and is closed.

Prepared by:

Monty Nigus, President
Ryan's Run Homes Association

Enclosures:

- Attachment 1
- Attachment 2
- Attachment 3
- Attachment 4



Attachment 1

Task 1 Scope of Work

Ryan's Run Homes Association
Legal Assistance

May 4, 2021

Mark McFarland
Hinkle Law Firm, LLC
Lenexa City Center – Penn 1
8711 Penrose Lane, Suite 400
Lenexa, KS 66219-8197

Dear Mark,

I want to thank you for our March 23, 2021, telephone conversation, where I explained the current situation of the Ryan's Run Homes Association (RRHA) and the possible need for legal assistance. The RRHA is a relatively small homes association with 48 lots controlled by 42 owners located at 167th and Antioch in Overland Park, Kansas. The development was converted to a homes association during the 1991-1992 timeframe.

The RRHA is simple now, having no common property to manage or mandatory assessments to collect. In this past, we have had voluntary assessments to cover some association costs. Also, over the years, the RRHA has been somewhat passive with little activity or engagement necessary. However, with housing developments being planned in proximity of Ryan's Run, along with the planned expansion and upgrade of the 167th Street and Antioch Road corridors, the RRHA has re-engaged and become active again in accordance with our by-laws to address external issues that may arise, as well as administer our internal needs. As part of this re-engagement, we want to make sure our legal documents, including our Declaration of Restrictions, are appropriate moving forward that will give us a solid foundation in which to manage our needs.

Please find enclosed our legal documents as follows:

1. State of Kansas Certifications Dated December 17, 2020 and March 5, 1992. (Note: We have obtained state certifications annually since incorporation.)
2. Articles of Incorporation of Ryan's Run Homes Association, Inc. Dated January 20, 1992.
3. Ryan's Run Homes Association Declaration Dated November 24, 1991.
4. Bylaws of Ryan's Run Homes Association Dated November 24, 1991.
5. Ryan's Run Homes Association – Amendments to By-Laws Dated February 18, 1999.
6. Declaration of Restrictions – Exhibit A Dated June 8, 1978.
7. First Amendment to Declaration of Restrictions and Relinquishment of Developer's Rights and Duties Under Declaration of Restrictions Dated December 24, 1991.

Please provide a proposal (estimated cost and schedule) to perform Task 1 below. Once Task 1 has been completed, we would then ask for proposals to complete Task 2 to implement selected recommendations. Once a proposal has been received, the RRHA Board of Directors would review, and if approved, issue a notice-to-proceed.

Task 1

Review the above legal documents and provide a list of recommendations for revising/updating, if necessary. We envision this to be a simple read-through of the documents and a list of your initial thoughts/recommendations.

Task 2

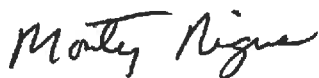
Provide legal assistance to implement selected recommendations, including preparation of revised documents and assistance with document filing with the State of Kansas/County of Johnson.

To assist with the performance of Task 1, we provide our following thoughts/questions for your consideration that may factor into your recommendations.

- Our Bylaws and Restrictions have never been legally tested. Can they withstand a legal test?
- Are the Bylaws and Restrictions applicable to current conditions that may face the Association?
- Do the Restrictions have enough detail to define and address situations that may arise in the neighborhood?
- How do the City of Overland Park and/or Johnson County regulations factor into supporting the Restrictions? Current understanding is that, when our neighborhood was annexed in 2008 by Overland Park, that we were "grandfathered in" under the County regulations enforced at the time making the 2008 County regulations the governing document, not the Overland Park regulations.
- Is there adequate direction about assessments (voluntary or mandatory) relative to our potential future costs to maintain the neighborhood and deal with impacts associated with area development. (For your information regarding assessments, also attached to this letter is a draft of an "Amendment to Ryan's Run Homes Association Declaration (Formerly Blue Valley West)" dated 2004. This draft was an attempt to incorporate mandatory assessments. However, this attempt failed at that time because 100 percent approval of the owners could not be obtained.)

Once you have received this letter, please give me a call at 913-835-8794 to discuss/clarify its content and request. We thank you in advance for your attention to this matter and look forward with working with you.

Very truly yours,
RYAN'S RUN HOMES ASSOCIATION



Monty Nigus, President

Cell: 913-835-8794

Email: monty.nigus@gmail.com

12/17/2020

<https://www.kansas.gov/bess/flow/main?execution=e2s1>

**STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB**

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 1828326

Entity Name: RYAN'S RUN HOMES ASSOCIATION, INC.

Entity Type: DOM:NOT FOR PROFIT CORPORATION

State of Organization: KS

was filed in this office on March 05, 1992, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of December 17, 2020

**SCOTT SCHWAB
SECRETARY OF STATE**

Certificate ID: 1159276 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.

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ORIGINAL COMPARED WITH RECORD

STATE OF KANSAS

OFFICE OF
SECRETARY OF STATE
BILL GRAVES



To all to whom these presents shall come, Greetings:

I, Bill Graves, Secretary of State of the State of Kansas, do hereby certify that the attached is a true and correct copy of an original on file and of record in this office.

STATE OF KANSAS
COUNTY OF JOHNSON } ss
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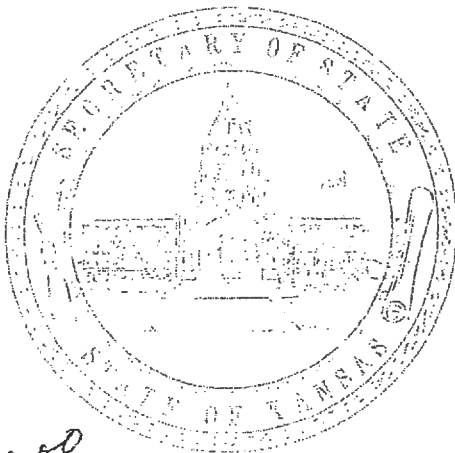
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SARA F. ULLMANN
REGISTER OF DEEDS

In testimony whereof:

I hereto set my hand and cause to be affixed my official seal. Done at the City of Topeka on the date below:

MAR 5 1992



Bill Graves

BILL GRAVES
SECRETARY OF STATE

BY

Willa M. Roe

ASSISTANT SECRETARY OF STATE

20.00
ck

2512 578

182-832-6

ARTICLES OF INCORPORATION

OF

RYAN'S RUN HOMES ASSOCIATION, INC.

321

33

The undersigned incorporators hereby associate ourselves together to form and establish a corporation ~~not-for-profit~~ under the laws of the State of Kansas.

000001-10-3313-03-92
NEW CORPORATION

051	1	75.00
\$ TRANS. TOTAL	1	75.00

FIRST. The name of the corporation is Ryan's Run Homes Association, Inc.

SECOND. The location of its registered office is 5000 West 95th Street, Prairie Village, Johnson County, Kansas 66207.

THIRD. The name and address of its registered agent in this state is Lyle D. Pishny, 5000 West 95th Street, Prairie Village, Kansas 66207.

FOURTH. The Association is organized not-for-profit and the objects and purposes to be transacted and carried on are:

1. To carry on and engage in those activities relating to the creation and maintenance of Ryan's Run, a tract of land in Johnson County, Kansas as a quality residential area.

2. To enforce the restrictions which have heretofore been placed on said Ryan's Run, and those which hereafter will be placed on it by either this association, the State of Kansas, or Johnson County, Kansas.

SECRETARY OF STATE
KANSAS
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3. To provide a Homes Association Declaration and to file the same in the Office of the Register of Deeds of Johnson County, Kansas, so that residents of Ryan's Run may be fully apprised of its terms.

4. To carry out any one or more of the purposes and objects herein enumerated as principal, agent, contractor, or otherwise, either alone or through or in conjunction with any person, partnership, other association or corporation.

5. To enter into, make, perform and carry out contracts of every sort and kind which may be necessary or convenient for the business of this corporation, so far as to the extent that the same may be done and performed by corporations organized under the corporation laws of this state.

6. To do such other acts and further such objectives and purposes as are normally carried on by homes associations and to exercise such powers conferred by the laws of the State of Kansas upon corporations formed under the laws pursuant to and under which this corporation is formed.

Provided, however, that in all events and under all circumstances:

- a. This corporation shall not have or exercise any power or authority nor shall it directly or indirectly engage in any activity which would prevent this corporation from qualifying as a not-for-profit corporation under the laws of the State of Kansas or under the Internal Revenue Code.

- b. This corporation shall not be operated for the primary purpose of carrying on a trade or business for profit.
- c. No compensation or payment shall ever be made to any member, officer, director, trustee, creator or organizer of this corporation, or substantial contributor to it, except as an allowance for actual expenditures or services actually made or rendered to or for this corporation and neither the whole nor any portion of the assets or net earnings of this corporation shall ever be distributed to or divided among any such persons.
- d. No member of this corporation shall benefit financially from the dissolution thereof. In the event of dissolution of this corporation, the assets of this corporation shall be distributed exclusively for the purposes of the corporation or to such organization or organizations organized and operated exclusively for such purposes as exempt organizations under the Internal Revenue Code as the Board of Directors may determine.

FIFTH. This corporation shall not have the authority to issue capital stock.

SIXTH. The elected Board of Directors of this corporation are granted such authority as permitted by Kansas law and as is specifically set forth in Article Fourth of these Articles, by the Bylaws of this corporation, and the Homes Association Declaration filed of record on _____ in Vol. _____, Page _____, in the Register of Deeds Office of Johnson County, Kansas.

SEVENTH. The names and places of residence of each of the incorporators are: Their addresses are the same as directors shown on the last page.

Kim T. Hoffman

Edward T. Cason, Jr.

Jacqueline Phillips
Sturdevant

Kathy A. Dolny

Michael D. O'Neal

Peter H. Diedrich

Robert J. Kaps

EIGHTH. The term for which this corporation is to exist is perpetual.

NINTH. The following persons shall serve as initial directors of the corporation until their successor or successors are elected and qualify: Addresses of directors are shown on the last page.

Kim T. Hoffman

Edward T. Cason, Jr.

Jacqueline Phillips
Sturdevant

Kathy A. Dolny

Michael D. O'Neal
Peter H. Diedrich

Robert J. Kaps

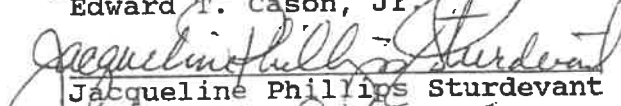
TENTH. The membership of the corporation shall be as determined and fixed by the Bylaws of the corporation.

ELEVENTH: The corporation reserves the right to amend, alter, change or appeal any provisions contained in these Articles of Incorporation; provided, however, that said changes shall not be inconsistent or prohibited by the laws of the State of Kansas or the laws of the United States of America, all as from time to time amended.


IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of ~~JANUARY~~ 1992.


Kim T. Hoffman



Edward T. Cason, Jr.


Jacqueline Phillips Sturdevant


Kathy A. Dolny


Michael D. O'Neal


Peter H. Diedrich


Robert J. Kaps

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 20th day of January, 1992, before me,
a Notary Public in and for the county and state aforesaid,
came KIM T. HOFFMAN, EDWARD T. CASON, JR. JACQUELINE PHILLIPS
STURDEVANT, KATHY A. DOLNY, MICHAEL D. O'NEAL, PETER H.
DIEDRICH and ROBERT J. KAPS, who are personally known to me to
be the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Catherine K. Johnson
Notary Public

My appointment expires:

4-3-94

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The first meeting of the Ryan's Run Board of Directors was held on Sunday, November 24th, after having been elected previously at the regular meeting. The members are as follows:

PRESIDENT	Kim Hoffman	(16890 Grandview; 897-3321)	<i>Stillwell 66085</i>
VICE PRESIDENT	Tom Cason	(8745 W. 170th ; 681-8495)	<i>Stillwell 66085</i>
SECRETARY	Jackie Sturdevant	(16930 Grandview; 681-6666)	<i>Stillwell 66085</i>
TREASURER	Kathy Dolny	(8905 W. 170th ; 897-6461)	<i>Stillwell 66085</i>
RESTRICTIONS COMMITTEE CHAIRMAN	Mike O'Neal	(16905 Grandview; 897-3840)	<i>Stillwell 66085</i>
ARCHITECTURAL COMMITTEE CHAIRMAN	Peter Diedrich	(16775 Grandview; 897-9478)	<i>Stillwell 66085</i>
PUBLIC RELATIONS COMMITTEE CHAIRMAN	Bob Kaps	(16945 Grandview; 897-2902)	<i>Stillwell 66085</i>

Members to serve on each of the above committees are as follows:

Restrictions Committee: Mike, Fred Hill (897-3289), Ed Mitchell (897-3442).

Architectural Committee: Pete, Loren Meeder (897-9595), Nelson Randall (681-2109), Steve Wright (897-4296).

Public Relations Committee: Bob, Tom Cason (681-8495), Debbie Insana (897-5038).

The group then discussed payment to the Homes Association attorney, Lyle Pishny. It was decided that we submit payment of \$800 now, with another \$400 to follow in the spring (after our fund raising event.) After paying the filing fees of approximately \$95, this should leave a balance of around \$200 in our Ryan's Run account.

It was also agreed upon that our neighborhood directory be updated, as well as modified to include the children's names and birthdates, and also the occupations of the homeowners. The Secretary will begin this process at the upcoming Christmas Party, and will follow with an update sheet to be distributed to the remaining homeowners sometime after the first of the year.

President's Copy

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STATE OF KANSAS
COUNTY OF JOHNSON
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SARA F. ULLMANN
REGISTER OF DEEDS

RYAN'S RUN HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made as of the 24 day of November, 1991, by the owners of certain lots within Ryan's Run (originally platted by certificate of survey as Blue Valley West), a subdivision in Johnson County, Kansas;

WITNESSETH:

WHEREAS, Blue Valley West Partnership as developer did file with the Register of Deeds of Johnson County, Kansas, a certificate of survey of the subdivision now known as Ryan's Run and originally platted as Blue Valley West; and

WHEREAS, such certificate of survey created the subdivision of Blue Valley West comprised of the following described real estate, to wit:

The east 1/2 of the northeast quarter of Section 24 Township 14 Range 24, Johnson County, Kansas except part in dedicated roads;

and

WHEREAS, Blue Valley West did record a Declaration of Restrictions pertaining to Blue Valley West (now Ryan's Run) but did not place of record a homes association declaration; and

WHEREAS, the owners and purchasers of the individual lots within the subdivision now desire to create and maintain a residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned owners of lots within the subdivision for themselves and for their successors and assigns, and for their future grantees, hereby subject all of the above-described property to the covenants, charges and easements hereinafter set forth.

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CK*

ORIGINAL COMPADED WITH

ARTICLE I

DEFINITION OF TERMS

For purposes of this Declaration, the following definitions shall apply:

(a) The term "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the District, provided, however, that if an owner, other than the developer, owns all or parts of one or more adjacent lots upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot".

(b) The term "District" shall mean all of the above-described lots in Ryan's Run, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(c) The term "Developer" shall mean and refer to Blue Valley West Partnership or its successors and assigns.

(d) The term "Owner" shall mean the record owner in fee simple of any Lot, including the Developer.

(e) The term "Street" shall mean any public or private street, road, terrace, circle or boulevard shown on any recorded plat of all or any part of the District, including, without limitation, Tract A of Ryan's Run.

(f) The term "Homes Association" shall mean Ryan's Run Homes Association, which may be incorporated as a Kansas not-for-profit corporation.

ARTICLE II

HOMES ASSOCIATION MEMBERSHIP, VOTING AND MANAGEMENT

Membership in the Homes Association shall be limited to the Owners of Lots within the District and every such Owner shall be a member. The Homes Association shall have only one class of membership. Each member shall have one vote for each Lot for which he is the Owner provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot.

ARTICLE III

POWERS AND DUTIES OF THE HOMES ASSOCIATION

In addition to the powers granted by other portions of this Declaration or by law, the Homes Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements or reservations which have been or hereafter may be imposed upon any of the Lots; provided, however, that this right of enforcement shall not serve to prevent changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. Nothing herein contained shall be deemed or construed to prevent any Owner from enforcing any building, use or other restrictions in his own name.

(b) To maintain any officer liability and other insurance with respect to the activities of the Homes Association.

(c) To enter into agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer and the Homes Association and its members.

(d) To exercise any architectural and aesthetic control and authority given and assigned to it in this Declaration or in any other deed, declaration or plat relating to all or any part of the District.

(e) To make such reasonable rules and regulations and to provide means to enforce such rules and regulations as will enable it to adequately and properly carry out the provisions and purposes of this Declaration.

(f) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Homes Association.

ARTICLE IV

OBSERVANCE OF ALL LAWS

The Homes Association shall at all times observe all applicable state, county, city or other laws or regulations and, if at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, such provisions shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected.

ARTICLE V

AMENDMENT AND TERMINATION

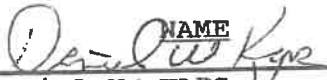
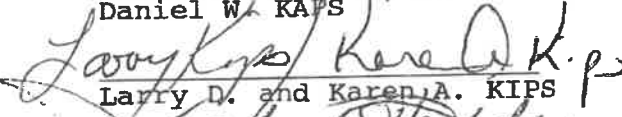


This Declaration may be amended or modified in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by the owners of a majority of the Lots within the District as then constituted.

ARTICLE VI

COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration shall be deemed to be covenants running with the land and into whosever hands any of the property in the District shall come.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed the day and year first written above.

<u>LOT #</u>	<u>NAME</u>	<u>STREET ADDRESS</u>
1.	 Daniel W. KAPS	9065 W. 167th Street
2.	 Larry D. and Karen A. KIPS	9005 W. 167th Street
3.	 Jennifer H. CHILDERS	8945 W. 167th Street
4.	 C. Douglas and Leona M. HOLLCROFT	16720 Grandview

5. William H. and Peggy J. 16740 Grandview
BARTENSTEIN
6. *Charlene R. Foutts* *Harvey S. Foutts*
Harvey S. and Charlene R. 8930 W. 168th Street
FOUTTS
7. *Nancy E. Keller*
Nancy E. KELLER 8980 W. 168th Street
8. *N. Susan Mitchell*
N. Susan Mitchell and 9010 W. 168th Street
Edward J. Jr. and
Nancy G. Mitchell
9. *Lorna M. Mason* *David W. Mason*
David W. and Lorna M. MASON 9030 W. 168th Street
10. *Robert D. Rowden* *Peggy E. Rowden*
Robert D. and Peggy E. 9025 W. 168th Street
ROWDEN
11. *Robert J. Wincentzen* *Carol A. Wincentzen*
Robert J. and Carol A. 9005 W. 168th Street
WINCENTZEN
12. *Nelson M. Randall* *Theresa J. Randall*
Nelson M. and Theresa J. 8945 W. 168th Street
RANDALL
13. *Stephen L. Wright* *Pamela S. Wright*
Stephen L. and Pamela S. 16850 Grandview
WRIGHT
14. *Kim T. Hoffman* *Catherine M. Hoffman*
Kim T. and Catherine M. 16890 Grandview
HOFFMAN
15. *Steven E. Lawrence* *Jacquelyn S. Lawrence*
Steven E. and Jacquelyn S. 9000 W. 169th Street
LAWRENCE
16. Arthur D. and Joyce E. 9020 W. 169th Street
STEFKA
17. *James P. Ehret* *Kathleen A. Ehret*
James P. and Kathleen A. 9015 W. 169th Street
EHRET
18. *Joel Dean Phillips* *Jacqueline Sturdevant*
Joel Dean and Jacqueline 16930 Grandview
Phillips STURDEVANT

19. Glen M. Harnden + Johanna C. Harnden
Glen M. and Johanna C. 16970 Grandview
HARDEN
20. Barbara A. Knodle
Bill E. and Barbara A. 9060 W. 170th Street
KNODLE
- 21/22. Lorin S. Meeder + Geraldine L. Meeder
Lorin S. and Geraldine L. 9065 W. 170th Street
MEEDER
23. Bruce J. Dolny + Kathy A. Dolny
Bruce J. and Kathy A. 8905 West 170th Street
DOLNY
24. Rodney J. Willows + Teresa Willows
Rodney J. and Teresa WILLOWS 8835 West 170th Street
- 25/26. Edward T. Cason + Barbara R. Cason
Edward T. Jr and Barbara R. 8745 West 170th Street
CASON
27. Victoria Manakul, Trustee of Victoria Manakul Rev. Trust dated 4/21/91
Victoria MANAKUL, Trustee of 8870 West 170th Street
Victoria Manakul Rev.
Trust dated 4/21/91
28. Fred L. Hill + Joan F. Hill
Fred L. and Joan F. HILL 8860 West 170th Street
29. Kenneth and Carole D. Larson 8730 West 170th Street
- 30-33. Michael D. O'Neal + Janet R. O'Neal
Michael D. and Janet R. 16905 Grandview
O'NEAL
34. Charles W. Edwards + Sandra Edwards
Charles W. and Sandra 16830 Antioch
EDWARDS
35. Richard N. Gross + Charlene K. Gross Antioch (Undeveloped)
36. Michael W. Richard + Sharon G. Richard
Michael W. and Sharon G. 16790 Antioch
RICHARD
37. Roger M. Newton + Maureen P. Newton
Roger M. and Maureen P. 16760 Antioch
NEWTON
38. William H. Cahow + Mary D. Cahow 16730 Antioch

39. Michael & Deborah J. Insana
Michael and Deborah J. 16735 Grandview
INSANA
40. Stephen L. and Melanie B. Boal
Stephen L. and Melanie B. 16755 Grandview
BOAL
41. Peter H. and Lynnette Diedrich
Peter H. and Lynnette 16775 Grandview
DIEDRICH
42. Lamont A. and Sharon L. Nigus
Lamont A. and Sharon L. 16795 Grandview
NIGUS
43. Robert M. and Irene T. Pace
Robert M. and Irene T. 16845 Grandview
PACE
44. Bradley W. and Jacquelyn A. Storm
Bradley W. and Jacquelyn A. 16865 Grandview
STORM
- 45/46. Michael D. and Janet R. O'Neal
Michael D. and Janet R. 16905 Grandview
O'NEAL
47. Robert J. and Betty L. Kaps
Robert J. and Betty L. KAPS 16945 Grandview
48. William L. and Frankie M. Payne
William L. and Frankie M. 8970 West 170th Street
PAYNE

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a Notary Public in and for the county and state aforesaid, came DANIEL W. KAPS, who is personally known to me to be the same person who executed the above instrument and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dudrick
Notary Public

My appointment expires:

Aug 7 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
LARRY D. AND KAREN A. KIPS, who are personally known to me to
be the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dudrick
Notary Public

My appointment expires:

Aug 7 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
JENNIFER H. CHILDERS, who is personally known to me to be the
same person who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written

Peter H. Dudrick
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
C. DOUGLAS and LEONA M. HOLLCROFT, who are personally known
to me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dudrick
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the ____ day of _____, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
WILLIAM H. and PEGGY J. BARTENSTEIN, who are personally known
to me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
HARVEY S. and CHARLENE R. FOUTTS, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dredel
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1901, before me, a
Notary Public in and for the county and state aforesaid, came
NANCY E. KELLER, who is personally known to me to be the same
person who executed the above instrument and duly acknowledged
the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Diederich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me,
a Notary Public in and for the county and state aforesaid,
came ~~N. SUSAN MITCHELL~~ and EDWARD J. JR. ~~and NANCY G.~~
~~MITCHELL~~, who are personally known to me to be the same
persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Diederich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
DAVID W. and LORNA M. MASON, who are personally known to me to
be the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Duedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ROBERT D. and PEGGY E. ROWDEN, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Duedrich
Notary Public

My appointment expires:

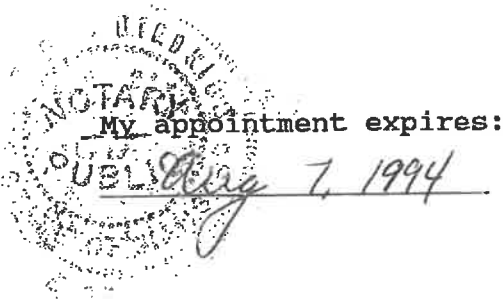
Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ROBERT J. and CAROL A. WINCENTSEN, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dudrick
Notary Public



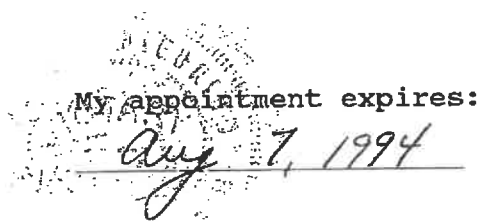
My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
NELSON M. and THERESA J. RANDALL, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dudrick
Notary Public



My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
STEPHEN L. and PAMELA S. WRIGHT, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Duedrich
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
KIM T. and CATHERINE M. HOFFMAN, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Duedrich
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
STEVEN E. and JACQUELYN S. LAWRENCE, who are personally known
to me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H Dudrick
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the ____ day of _____, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ARTHUR D. and JOYCE E. STEFKA, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
JAMES P. and KATHLEEN A. EHRET, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter A. Duedel
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
JOEL DEAN and JACQUELINE PHILLIPS STURDEVANT, who are
personally known to me to be the same persons who executed the
above instrument and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written

Peter A. Duedel
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
GLEN M. and JOHANNA C. HARNDEN, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete A. Duedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
BILL E. and BARBARA A. KNODLE, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete A. Duedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
LORIN S. and GERALDINE L. MEEDER, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written,

Peter H. Dudrick
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
BRUCE J. and KATHY A DOLNY, who are personally known to me to
be the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dudrick
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
RODNEY J. and TERESA WILLOWS, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Duedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me,
a Notary Public in and for the county and state aforesaid,
came EDWARD T. JR. and BARBARA R. CASON, who are personally
known to me to be the same persons who executed the above
instrument and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Duedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
VICTORIA MANAKUL, TRUSTEE OF VICTORIA MANAKUL REV. TRUST DATED
4/21/91, who is personally known to me to be the same person
who executed the above instrument and duly acknowledged the
execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Duedick
Notary Public

My appointment expires:

Aug 7 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
FRED L. and JOAN F. HILL, who are personally known to me to be
the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Duedick
Notary Public

My appointment expires:

Aug 7 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the _____ day of _____, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
KENNETH and CAROLE D. LARSON, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)


On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
MICHAEL D. and JANET R. O'NEAL, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.



Notary Public

My appointment expires:


Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
CHARLES W. and SANDRA EDWARDS, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete H. Dudrick
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the ____ day of _____, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
RICHARD N. and CHARLENE K. GROSS, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
MICHAEL W. and SHARON G. RICHARD, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete H. Oedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ROGER M. and MAUREEN P. NEWTON, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete H. Oedrich
Notary Public

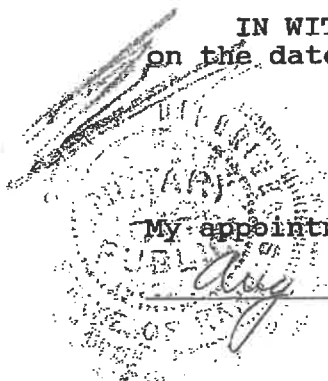
My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 1 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
WILLIAM H. and MARY D. CAHOW, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.


Peter H. Driedrich
Notary Public


My appointment expires:

Aug 7 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
MICHAEL and DEBORAH J. INSANA, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.


Peter H. Driedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
STEPHEN L. and MELANIE B. BOAL, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Diedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
PETER H. and LYNNETTE A. DIEDRICH, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Catherine R. Johnson
Notary Public

My appointment expires:

4/3/94

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
LAMONT A. and SHARON L. NIGUS, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter A. Duedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the ____ day of _____, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ROBERT M. and IRENE T. PAGE, who are personally known to me to
be the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
BRADLEY W. and JACQULYN A. STORM, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dieckrich
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
MICHAEL D. and JANET R. O'NEAL, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dieckrich
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ROBERT J. and BETTY L. KAPS, who are personally known to me to
be the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter A. Driedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
WILLIAM L. and FRANKIE M. PAYNE, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter A. Driedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS }
COUNTY OF JOHNSON }SS
FILED FOR RECORD

Refile
2110639 ✓
2106655 ✓

ORIGINAL COMPARED WITH RECORD
ORIGINAL COMPARED WITH RECORD
STATE OF KANSAS }
COUNTY OF JOHNSON }SS
FILED FOR RECORD

3100 92 APR -2 P 2:36.8
SARA F. ULLMANN
REGISTER OF DEEDS

BYLAWS

OF

2900 92 MAR 24 A 10:42.5
SARA F. ULLMANN
REGISTER OF DEEDS

RYAN'S RUN HOMES ASSOCIATION

ARTICLE I

OFFICES

1.1 Name. The name of the association is Ryan's Run Homes Association. It is incorporated under the laws of the State of Kansas as a not-for-profit corporation.

1.2 Location. The principal office of the Association shall be located at 5000 West 95th Street, Overland Park, Kansas 66212, but meetings of members and directors may be held at such other places as may be designated by the board of directors.

ARTICLE II

DEFINITIONS

2.1 Association shall mean the Ryan's Run Homes Association, its successors and assigns.

2.2 District shall mean all of the property which is now or hereafter within the jurisdiction of the Association as provided in the Declaration.

2.3 Street shall mean any public or private street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the District.

2.4 Lot shall mean any lot as shown as a separate lot on any recorded plat of all or part of the District; provided, however, that if an owner, other than the developer, owns all or parts of one or more adjacent lots upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot".

2.5 Owner shall mean the record owner in fee simple of any Lot in the District, including developer.

2.6 Developer shall mean and refer to Marlin Constance the successor to Blue Valley West Partnership, a Kansas General Partnership.

2900
OK

31.00
OK

VOL. 3555 PAGE 930

2557 042

2.7 Declaration shall mean the Ryan's Run Homes Association Declaration dated as of ~~June~~ Nov 24, 1991 and recorded as instrument number 2101533 and volume 3542 at page 586 in the Office of the Register of Deeds, Johnson County, Kansas, as such Declaration may be amended from time to time.

ARTICLE III

MEMBERSHIP

3.1 Membership. Except as otherwise provided in the Declaration, membership in the Association shall be limited to any person or entity who is the Owner of the fee interest or of an undivided portion of the fee interest in any Lot which is now or hereafter within the jurisdiction of the Association. Persons or entities who hold an interest merely as security for the performance of an obligation shall not be members. Tenants may vote with a written proxy from the Owner of a lot which proxy shall be submitted to the Board of Directors.

3.1.1 Membership for Guardians of Minors. In case the legal title to a Lot in the District is held by one or more minors, their natural or legal guardian or guardians shall be eligible for membership or, if there be more than one such guardian, they shall jointly have the right to cast only one vote for any candidate at any election or on any question or such guardians may designate in writing one of them as a member in their stead and such person shall thereupon become eligible for membership, subject to the approval of the Board of Directors.

3.1.2 Membership for Representatives of Corporations. In case the legal title to a Lot in the District is held by a corporation, partnership or other entity, the Owner may designate, by filing a written instrument with the Association, any person as its member representative.

ARTICLE IV

VOTING RIGHTS

The Association shall have only one class of members, which shall consist of all of the persons and entities who are members as provided in Article III. Members shall be entitled to one vote for the Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be members and the

vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast by members with respect to any Lot.

ARTICLE V

BOARD OF DIRECTORS

5.1 Number. The business and affairs of the Association shall be managed by a Board of Directors, composed of seven directors. At the initial election of directors, the terms may be staggered. Thereafter, each individual elected as a director shall serve for a term of two years and until his or her successor is duly elected and has commenced his or her term of office or until his or her earlier resignation or removal.

5.2 Qualification. All directors, other than the initial directors named in the Articles of Incorporation, shall be members in good standing of the Association.

5.3 Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

5.4 Compensation. No director shall receive compensation for the service he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI

MEETINGS OF DIRECTORS

6.1 Annual Meetings. The annual meetings of the Board of Directors shall be held following the annual meeting of the members at such place as may be fixed by the Board.

6.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and time as may be fixed from time to time by the Board.

6.3 Special Meetings. Special meetings of the members may be called at any time by the president or the Board of Directors or upon written request of the members.

6.4 Notice of Special Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, or hand delivered to the residence, at least fifteen days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting the purpose of the meeting.

6.5 Waiver of Notice. Any notice provided or required to be given to the directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.6 Quorum. The presence of a majority in person or by proxy of those persons entitled to vote at any meeting shall constitute a quorum for the transaction of business. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. A majority vote of those present shall be necessary to elect a Director or to transact any other business.

6.7 Adjournment. If a quorum shall not be present at any such meeting, the directors present shall have the power successively to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

6.8 Meetings by Conference Telephone or Similar Communications Equipment. Unless otherwise restricted by the Articles of Incorporation or these bylaws, members of the Board of Directors of the Association, or any committee designated by the board, may participate in a meeting of the board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

6.9 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

7.1 Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the members.

7.2 Election. Election to the Board of Directors shall be by written ballot. At any such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

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AMENDMENT
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7.3 Commencement of Term of Office. A director shall be deemed elected at the time of his election, but he shall not be deemed to have commenced his term of office or to have any of the powers or responsibilities of a director until the time he accepts the office of director either by a written acceptance or by participating in the affairs of the Association at a meeting of the board of directors or otherwise.

ARTICLE VIII

POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the power to:

8.1 Scope. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these bylaws, the Articles of Incorporation, or the Declaration.

8.2 Enforcement of Restrictions. Enforce in the name of the Association any and all building, use or other restrictions, obligations, agreements, or reservations which have been or hereafter may be imposed upon any of the lots.

8.3 Records. Cause to be kept a complete record of all acts and of the corporate affairs of the Association.

ARTICLE IX

COMMITTEES

9.1 Committees. The committees of the Association shall consist of permanent committees created by these Bylaws and such other committees or sub-committees as may be formed by the Board of Directors or Association members. It shall consist of a minimum of three members. All members of the committee shall be appointed by the president subject to the approval of the Board of Directors.

9.2 Permanent Committee Duties. The permanent committees of the Association and their respective duties shall consist of:

9.2.1 Restriction Committee. This committee shall hear and investigate complaints of Association members concerning violations of the Restrictions affecting Ryan's Run and make recommendations to the Board of Directors as to action to be taken concerning violations of restrictions. It shall keep a record of all complaints and the actions of the committee taken thereon. It shall have such other duties as may be prescribed by the Board of Directors.

9.2.2 Architectural Committee. The purpose of this committee is to review any applications for the erection or alterations of buildings, fences, or other structures. The committee shall accept, hear and investigate and approve or disapprove such applications. It shall have such other duties as may be prescribed by the Board of Directors. Any Lot owner aggrieved by a decision of the architectural committee may appeal the decision to the Board of Directors, and if still aggrieved, to the membership of the Association. By majority vote of the directors or all eligible members of the Association, the decision of the architectural committee may be ratified or may be reversed.

9.2.3 Public Relations Committee. This committee shall be responsible to the Association Board of Directors for the publication of newsletters, material welcoming new home owners into the Association and other publications relative to the Association membership. It shall have other duties as may be proscribed by the Board of Directors.

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9.3 Indebtedness of Association. To the extent permitted by the Declaration, borrow money and incur indebtedness for purposes of the Association and cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; provided, however that the repayment of any such indebtedness shall not be or become the personal obligation of any Owner.

9.4 Performance. Perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise; and perform all acts and do all things permitted or required of a Board of Directors of a not-for-profit corporation under the laws of the State of Kansas.

ARTICLE X

MEETINGS OF MEMBERS

10.1 Annual Meetings. The annual meetings of the members of the Association shall be held at such date and place as may be fixed by the Board of Directors. If the day for the annual meeting of members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. At the annual meeting, directors shall be elected, reports of the affairs of the Association shall be considered, assessment levels shall be established and any other business within the powers of the membership may be transacted.

10.2 Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of members holding at least one-tenth (1/10th) of the votes of the members.

10.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before a regular meeting and at least ten days before a special meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

10.4 Quorum. The presence at a meeting, in person or by proxy, of members entitled to cast at least one-fourth (1/4th) of the total votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. Except as otherwise provided in the Declaration or the Articles of Incorporation or by law, a majority vote of those present at a meeting at which a quorum is present shall be necessary to transact any business.

10.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association before the meeting. Every proxy shall be revocable and shall automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of one year from the date of its issuance or upon conveyance by the member of his Lot, whichever event shall occur sooner.

ARTICLE XI

OFFICERS AND THEIR DUTIES

11.1 Enumeration of Offices. The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board of Directors may from time to time elect.

11.2 Election of Officers. Initially, the officers shall be elected by the Board of Directors named in the Articles of Incorporation at the first meeting of that body, to serve at the pleasure of the board until the first annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

At the first and each subsequent annual meeting of the Board of Directors the newly elected board shall elect officers to serve at the pleasure of the board until the next annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

An officer shall be deemed qualified when he enters upon the duties of the office to which he has been elected or appointed, but the Board may also require of such person his

written acceptance and promise faithfully to discharge the duties of such office.

11.3 Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

11.4 Resignation and Removal. Any officer may be removed from office by the Board of Directors, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.5 Vacancies. A vacancy in any office may be filled by the Board of Directors at any time. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

11.6 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the cases of special offices created pursuant to this Article.

11.7 Duties. The duties of the officers are as follows:

President. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. He shall preside at all meetings of the membership and at all meetings of the Board of Directors. He shall be ex officio a member of all standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties and have such other powers as may be prescribed by the Board of Directors.

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AMENDED
TO BY-LAWS
DATED 2/18/

Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporate seal of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the Board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board.

The secretary shall keep names and addresses of members confidential as the property of the Association. Such information shall not be made known to anyone except for purposes of carrying on the business of the Association.

Treasurer. The treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

ARTICLE XII

BOOKS AND RECORDS

The books and records of the Association shall be subject to inspection by any member at reasonable times and hours. The Declaration, Articles of Incorporation and Bylaws of the Association shall also be available at reasonable times and hours for inspection by any member at the principal office of the Association.

ARTICLE XIII

CORPORATE SEAL

The Association may have a corporate seal in a circular form having inscribed thereon the name of the Association and the words "Corporate Seal, Kansas". The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise attached.

Revised
Per
Minutes
to By-Laws
2/19/87

ARTICLE XIV

GENERAL PROVISIONS

14.1 Depositories and Checks. The monies of the Association shall be deposited in such manner as the directors shall direct in such banks or financial institutions as the directors may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors.

14.2 Certain Loans Prohibited. The Association shall not make any loan to any officer or director of the Association.

14.3 Absence of Personal Liability. The directors, officers and members of the Association shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

14.4 Indemnification and Liability of Directors and Officers. Each person who is or was a director or officer of the Association or is or was serving at the request of the Association as a director or officer of another corporation (including the heirs, executors, administrators and estate of such person) shall be indemnified by the Association as of right to the full extent permitted or authorized by the laws of the State of Kansas, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the Association or, if serving at the request of the Association, as a director or officer of another corporation. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation under any other bylaw or under any agreement, vote of members or disinterested directors or otherwise, and shall not limit in any way any right which the corporation may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

ARTICLE XV

AMENDMENT

These Bylaws may be altered, amended, or repealed in any of the following ways: (i) by a two thirds (2/3) vote of the

members of the Association present at a meeting at which a quorum is present, or (ii) by a three-fourths (3/4) vote of the Board of Directors.

ARTICLE XVI

CONFLICT

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVII

FISCAL YEAR

The Board of Directors shall have power to fix and from time to time change the fiscal year of the Association. In the absence of action by the Board of Directors, the fiscal year of the Association shall end each year on the date which the Association treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Directors.

ARTICLE XVIII

CERTIFICATE

The undersigned secretary of Ryan's Run Homes Association, a Kansas not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original Bylaws of said Association adopted by the initial directors named in the Articles of Incorporation.

Dated: 11-24-91.

STATE OF KANSAS
COUNTY OF JOHNSON

Jaqueline P. Steward
Secretary

THIS INSTRUMENT WAS
ACKNOWLEDGED BEFORE ME ON 11/24/91 BY Peter H. Diedrich

C:\RYANS.BYL 07/16/91 11:18am

MY APPOINTMENT EXPIRES 8-7-94 12

UPDATED PER
AMENDMENTS TO
BY-LAWS DATED
2/18/99



on certain real property situated in Johnson County,
Kansas, described as follows, to-wit:

The east 1/2 of the northeast
quarter of Section 24 Township 14
Range 24, Johnson County, Kansas,
except part in dedicated roads,

which Survey was recorded on the 28th day of March, 1978, in the
Office of Register of Deeds of Johnson County, Kansas under
Document No. 1157824 in Plat Book 1317 at Page 13, such Survey
designating all of the above described real estate as Blue Valley
West, a subdivision in Johnson County, Kansas; and

2954829 ✓

**Ryan's Run Homes Association
AMENDMENTS TO BY-LAWS**

February 18, 1999

Article VII

7.1: Nomination. Members wishing to be considered for the board should contact a board member before the annual meeting. The nominating committee will compile the slate of candidates by contacting members of the association (particularly those who have NOT served previously) to ask if they are willing to serve. When the committee has a complete slate with one candidate for each of the seven positions, the slate will be nominated by a board member at the annual meeting. The nomination must then be seconded by a member from the floor.

7.2 Election Election to the board of directors shall be by oral vote, aye or no, or show of hands. If a quorum (see section 10.4) is not present at the annual meeting, the election may be by written ballot. The slate of candidates on a written ballot shall be delivered one per household to be voted yes or no and returned within 7 days to the Secretary.

7.2.1 Exception If the slate of candidates is rejected by a majority of the member households present at the meeting, a contested election must be held, with nominations from the floor, and written ballots distributed to each household.

Article IX

9.2.3 Public Relations Committee. This committee shall be responsible for sending flowers, donations, food, etc. to funerals, hospitals, etc. or other misfortunes or celebrations of our members or their loved ones as the committee sees fit. It shall also be responsible for the publication and distribution of a newsletter. The newsletter shall cover such topics as: upcoming meetings, election results, information from meetings that the president wishes the membership to be informed of, new neighbor information, events that caused the committee to send flowers, food, donations, etc., and it should remind members of the official restrictions, either featuring one per newsletter, or a general mention. This committee is also charged with organizing a simple, annual, neighborhood social event, as it is necessary to ensure a good community.

Article XI

11.7 Duties of the officers, Secretary, now includes the following, taken from the Public Relations Committee, "The Secretary will be responsible for welcoming new home owners into the Association and giving them copies of the restrictions, by-laws, and declaration, and giving the new homeowner's pertinent information to the newsletter committee."

STATE OF KANSAS.] ss
COUNTY OF JOHNSON]
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REGISTER OF DEEDS

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Article XVIII

Certificate

The undersigned secretary of Ryan's Run Homes Association, a Kansas not-for-profit corporation, hereby certifies that the foregoing Amendments to the Bylaws were presented by the board of directors at the annual meeting on February 21, 1999, and voted on and accepted by the membership on said date.

Dated February 24, 1999

Deborah J. Insana
Secretary

State of Kansas
County of Johnson

Deborah J. Insana

Subscribed in my presence and sworn to before me this 24 day of
February 1999 by Deborah J. Insana

Yvonne Jensen

My commission expires: 3-18-02



STATE OF KANSAS }
COUNTY OF JOHNSON }
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RUBIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

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EXHIBIT A

DECLARATION OF RESTRICTIONS

WHEREAS, Blue Valley West Partnership, hereinafter referred to as the Developer, is the owner of real estate situated in Johnson County, Kansas, described as follows; to-wit:

The East One Half of the Northeast Quarter
of Section 24, Township 14, Range 24,
Johnson County, Kansas, except part in
dedicated roads.

and

WHEREAS, the Developer has heretofore executed a Certificate of Survey on all of the above described real estate, which survey was recorded on the 28th day of March, 1978, in the Office of the Register of Deeds of Johnson County, Kansas, under Document No. 1157824 in Plat Book 1317, at Page 13, such recorded Certificate of Survey designating all of the above described real estate as Blue Valley West, a subdivision in Johnson County, Kansas; and

WHEREAS, the Developer now desires to place certain restrictions on all of the above described real estate, except that part in dedicated roads, all of which restrictions shall be for the use and benefit of the present owner thereof and its future grantees.

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its and their future grantees, hereby declares that the following described real estate situated in Johnson County, Kansas, described as follows, to-wit:

The East One Half of the Northeast Quarter
of Section 24, Township 14, Range 24,
Johnson County, Kansas, except part in
dedicated roads

as shown on the above described Certificate of Survey, and known as Blue Valley West, a subdivision in Johnson County, Kansas, shall be

and the same are hereby restricted as to their use in the manner hereinafter set forth:

1. For the purposes of these restrictions, the following terms used herein shall have the following described meaning:

The word "street" shall mean any street or road of whatever name which is shown on said Certificate of Survey of Blue Valley West, a subdivision in Johnson County, Kansas.

The word "lot" shall mean any tract lying within Blue Valley West, a subdivision in Johnson County, Kansas upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Developer or from the successors and assigns of the Developer.

The word "outbuilding" shall mean any enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "developer" shall mean Blue Valley West Partnership, or its successors and assigns.

2. All persons and corporations who now own or shall hereafter acquire any interest in the lots as above defined and hereby restricted, shall be taken to hold and agree and covenant with the owners of said lots, and with their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on March 28, 1998, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

3. None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no apartment house or similar structure, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designed for occupancy by a single

family. No buyer of any such lot shall subdivide the lot so conveyed to them. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached private garage for not more than three cars. Driveways of either concrete or asphalt must be completed at the time construction is finished.

4. No one-story residence shall be erected on any lot herein restricted which contains less than sixteen hundred (1600) square feet of enclosed living area, excluding basements, garages and porches. No one and one-half story residence, split level residence, two-story residence or two and one-half story residence shall be erected on any lot herein restricted which contains less than two thousand (2000) square feet of enclosed living area, excluding basements, garages and porches, and any such one and one-half story residence, split level residence, two-story residence or two and one-half story residence must have at least twelve hundred (1200) square feet of enclosed living area on the first or ground floor level.

5. All plot and building plans, prior to the commencement of actual construction, must be submitted to and approved in writing by the developer. The signature approval of the Developer is required for the issuance of a building permit for construction on any lot.

6. No part of any residence, including attached garages and porches, enclosed or unenclosed, covered or uncovered, erected or maintained on any lot hereby restricted, shall be situated on such lot less than fifty (50) feet from the front property line of such lot. Any residence, including attached garages and porches, enclosed or unenclosed, covered or uncovered, erected or maintained on any lot hereby restricted, shall be situated on such lot in such fashion that the distance between said residence and the side property lines of each lot shall be approximately equal in distance, but in no event shall said residence be less than twenty (20) feet from each side property line of each such lot.

7. No outbuildings or detached structures pertinent to the residence may be erected on any of the lots hereby restricted without the prior written consent of the Developer. No outbuilding or other detached structure shall be used for either permanent or temporary living quarters.

8. Once construction is commenced on any residence or other structure, said construction must be completed within six (6) months from the date said construction is commenced.

9. All residences and other related structures on the lots hereby restricted shall have roofs constructed of wood, tile, slate or other materials specifically approved in writing by the Developer.

10. No fence more than six (6) feet in height may be erected between the established front building line and the rear lot line. No fence may be erected between the established front building line and the front line without the prior written approval of the Developer. All fences erected on lots hereby restricted shall be constructed of natural cedar, redwood, brick, stone or other materials specifically approved in writing by the Developer.

11. No tank for the storage of fuel or other materials may be maintained above the surface of the ground on any of the lots hereby restricted.

12. No free-standing or out-of-ground swimming pool may be erected or maintained upon any of the lots hereby restricted. No permanent swimming pool may be constructed without the prior written approval of the Developer, which said approval shall prescribe the type and design of required fencing to enclose such swimming pool.

13. In the event any residence or other permitted structure is damaged by fire, wind storm or other damage, it shall not be permitted to remain in a damaged condition longer than three (3) months from the date that the damage occurred.

14. No livestock or poultry may be kept or maintained on any of the lots hereby restricted. No more than two dogs or cats over the age of three (3) months may be kept or maintained on any of the lots hereby restricted without the prior written consent of the Developer.

15. The raising of dogs, cats or other animals on the lots hereby restricted for the purposes of sale is prohibited.

16. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot upon which it is erected.

17. No inoperative motor vehicles of any kind may be stored or parked on any of the lots hereby restricted. No trucks, trailers, boats, buses, campers or delivery vehicles may be parked or stored overnight on any lot hereby restricted within seventy-five (75) feet of the middle of any platted street or road or within twenty-five (25) feet from any side line of such lot.

18. No trash, leaves or other waste may be burned on any of the lots hereby restricted without the prior written consent of the Developer.

19. No exterior clothes lines or poles may be erected or maintained on any of the lots hereby restricted.

20. No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted except during a sixty (60) day period beginning November 15th of each calendar year.

21. Basements, garages or other types of outbuildings constructed on the lots hereby restricted shall not be used for residential use at any time.

22. No house trailers shall be allowed on any of the lots restricted hereunder, nor shall any temporary residences be erected, and no permanent residences or any part thereof, shall be occupied until completed.

23. Mail boxes shall be grouped in locations determined by the Developer, but no such mail boxes shall be furnished by the Developer.

24. None of the lots restricted hereunder shall be used for the dumping of trash or other refuse, or for the storage of equipment and materials other than those required during the construction of the residence or other permitted structure on said lot.

25. Any residence constructed on any of the lots hereby restricted shall have either a two-car garage or a three-car garage, and the minimum size of a two-car garage shall be twenty (20) feet by twenty-two (22) feet. Only garages which are attached or those which are so located as to appear to be attached, will be permitted.

26. It is agreed that if the owner or owners of any lot fails or refuses to cut weeds or brush from the cleared portions of such lot, then the Developer shall have authorization to do so and the cost thereof to be taxed as a lien against such lot.

27. Easements for the installation and maintenance of utilities and drainage facilities are reserved on the front ten (10) feet of each of the lots hereby restricted. Within these easements, no structure, planning or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of such lot, except for those improvements for which a public authority or utility company is responsible.

28. If the property owners in Blue Valley West subdivision desire that a homes association be formed, such homes association may be formed by the agreement in writing of fifty-one percent (51%) or more of the property owners in Blue Valley West subdivision. If such homes association is formed, such homes association will take over the duties of the Developer in regard to approvals as set forth in this Declaration of Restrictions. The assumption of the duties of the Developer may not be assumed by such homes association until Blue Valley West subdivision is completed and released in writing by the Developer to such homes association.

29. Each of the restrictions herein set forth shall contain and shall be binding upon the Developer and upon its successors and assigns, until March 28, 1998, and shall automatically be continued thereafter for successive periods of five (5) years each, provided, however, that the owners of the fee simple title to more than seventy-five percent (75%) of the front feet of all of the lots hereby restricted and enumerated in this Declaration of Restrictions or in the Certificate of Survey of Blue Valley West subdivision, may release all of the lots and land which is hereby restricted from any one or more of the restrictions herein set forth, on March 28, 1998, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Register of Deeds of Johnson County, Kansas, prior to March 28, 1998, or prior to the expiration of any successive five (5) year period after March 28, 1998.

30. All common areas in the subdivision shall be maintained by the Developer until a Blue Valley West homes association is formed under an instrument entitled Declaration Creating Blue Valley West Homes Association. After the formation of said homes association, it shall maintain all common areas, including but not limited to the mowing, planting, trimming, landscaping of such areas. Common areas shall include all

berm areas, islands and other landscaped areas shown upon the Certificate of Survey not being a part of any particular lot whether or not the same shall be deeded by Blue Valley West Partnership to the homes association which shall, in addition to being responsible for maintenance, pay all ad valorem and other taxes or assessments levied against such areas. Upon the failure of the homes association to properly maintain the same, the Developer or other appropriate governmental authority may do the necessary maintenance work and assess the homes association and/or each of its members for the reasonable expenses of such work, or the Developer or the appropriate governmental authority may bring an action in any court of competent jurisdiction requiring such maintenance to be done. The above-named parties, or any owner for the time being of any tract or lot in said subdivision, shall have the right to obtain from any court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any said restrictions, and may bring other proper legal action.

31. The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and with each of them to conform and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land; and the Developer, its successors and assigns, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages; and failure of the Developer, its successors and assigns to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. The Developer may, by appropriate agreement made expressly for the purpose, assign or convey to any person or corporation all the rights, reservations and privileges herein reserved by it, and upon such

assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights, or any one or more of them at any time or times, in the same way and manner as though directly reserved by them or it, in this Declaration of Restrictions.

32. The only requirement to be complied with is the creation of the Upper Blue River Basin Sewer District as recorded in Book 1105, Page 452, which subjects the lots in Blue Valley West to assessment to spread the cost of construction of sewers within the sewer district. Since the sewers are not yet under construction, assessments for their construction are not yet available, but the lots lying within the subdivision of Blue Valley West will all be subject to assessment upon completion of construction at which time such assessment will be levied.

IN WITNESS WHEREOF, the Blue Valley West partners have caused this Declaration of Restrictions to be exercised on this 8th day of June, 1978.

BLUE VALLEY WEST
PARTNERSHIP

Hugh T. Forbes
Hugh T. Forbes

Jack Forbes
Jack Forbes

David C. Graves
David C. Graves

Kevin K. Nunnink
Kevin K. Nunnink

Arlene W. Forbes
Arlene W. Forbes

ORIGINAL COMPARED WITH RECORD

1200
COUNTY OF JOHNSON
FILED FOR RECORD

2101534

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FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
AND RELINQUISHMENT OF DEVELOPER'S RIGHTS AND DUTIES
UNDER DECLARATION OF RESTRICTIONS

SARA FULLMAN
REGISTER OF DEEDS

WHEREAS, Blue Valley West Partnership (the "Partnership"), has heretofore executed a Certificate of Survey ("Survey") on certain real property situated in Johnson County, Kansas, described as follows, to-wit:

The east 1/2 of the northeast quarter of Section 24 Township 14 Range 24, Johnson County, Kansas, except part in dedicated roads,

which Survey was recorded on the 28th day of March, 1978, in the Office of Register of Deeds of Johnson County, Kansas under Document No. 1157824 in Plat Book 1317 at Page 13, such Survey designating all of the above described real estate as Blue Valley West, a subdivision in Johnson County, Kansas; and

WHEREAS, said Partnership executed a Declaration of Restrictions ("Declaration") dated June 9, 1978, recorded in Book 1345 at Page 975 in the Office of the Register of Deeds for Johnson County, Kansas; and

WHEREAS, the Partnership on March 16, 1984 assigned to Marcon Country Homes, Inc., a Kansas corporation ("Marcon"), all of the Partnership's rights as developer under the Declaration; and

WHEREAS, the property owners within the subdivision have created the Ryan's Run Homes Association ("Association") and Marcon and the Association will file of record simultaneously with this First Amendment to Declaration of Restrictions a homes association document known as the Ryan's Run Homes Association Declaration; and

WHEREAS, the Association and Marcon desire to change the

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VOL 3542 PAGE 614

(name of said subdivision to Ryan's Run, which is the name by which the subdivision is presently known and operated; and

WHEREAS, the Blue Valley West subdivision, now to be known as Ryan's Run, is completed and Marcon and the Association desire that the duties of the developer under the Declaration be assigned to and assumed by the Association;

NOW, THEREFORE, in consideration of the premises, Marcon, for itself and for its successors and assigns, and the Association, hereby declare that the following described real estate situated in Johnson County, Kansas and described as follows, to-wit:

The east 1/2 of the northeast
quarter of Section 24 Township 14
Range 24, Johnson County, Kansas,
except part in dedicated roads,

(as shown on the Survey and known as Blue Valley West, a subdivision in Johnson County, Kansas, shall be and the same shall hereafter be known as Ryan's Run, a subdivision in Johnson County, Kansas, and that hereafter all documents pertaining to such real property including the Ryan's Run Homes Association shall bear the name of Ryan's Run.

(2) BE IT FURTHER declared that Marcon in accordance with the Declaration does hereby relinquish, transfer, assign, release, deed, and quit claim to the Association all of the rights and duties of developer under the Declaration, and the Association hereby receipts and assumes all such privileges and responsibilities as set forth in the Declaration. Marcon shall have no liability for actions hereafter taken by or omissions of the Association as developer under the Declaration.

(IN WITNESS WHEREOF, Marcon has caused this First

Amendment to Declaration of Restrictions and Relinquishment of Developer's Rights and Duties under Declaration of Restrictions to be exercised on this ____ day of August, 1991.



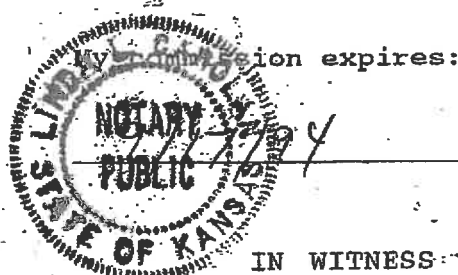
MARCON COUNTRY HOMES, INC.

By Marlin Constance
President
MARLIN CONSTANCE

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 24th day of ~~August~~ DECEMBER, 1991, before me, a Notary Public in and for said county and state aforesaid, came Marlin Constance, to me personally known, who being by me duly sworn, did say that he is the President of Marcon Country Homes, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Marlin Constance acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Johnson County, the day and year last above written.



Linda L. Carolan
Notary Public in and for said
County and State
LINDA L CAROLAN

IN WITNESS WHEREOF, the undersigned Ryan's Run Homes Association does hereby consent to and accepts the terms and conditions of the First Amendment of Declaration of Restrictions and the Relinquishment of Developer's Rights and Duties under Declaration of Restrictions this 24 day of DECEMBER, 1991.

RYAN'S RUN HOMES ASSOCIATION

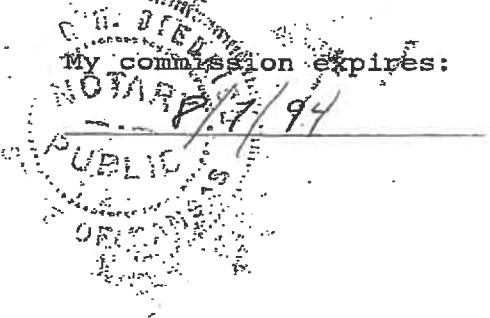
By Kim T. Hoffman
President
Kim T. Hoffman

STATE OF KANSAS)
COUNTY OF JOHNSON) ss

On the 23 day of ~~August~~ ^{DECEMBER}, 1991, before me, a Notary Public in and for said county and state aforesaid, came , to me personally known, who being by me duly sworn, did say that he is the President of Ryan's Run Homes Association, and that said instrument was signed in behalf of said association by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date last above written.

My commission expires:



Peter A. Diedrich
Notary Public
PETER H DIEDRICH



Attachment 2

Attorney's Initial Review

From: Grubaugh, Christy L.
Sent: Tuesday, July 27, 2021 1:52 PM
To: MONTY.NIGUS@GMAIL.COM
Cc: McFarland, Mark E.
Subject: Ryan's Run Homes Association, Inc.

Mr. Nigus:

Attached please find correspondence from Mark regarding the initial review of corporate documents. Please contact Mark if you have any questions.

Thank you,
Christy



Christy L. Grubaugh | Paralegal/Legal Secretary for Mark E. McFarland
Hinkle Law Firm LLC

Kansas City Office
Lenexa City Center – Penn 1
8711 Penrose Lane, Suite 400 | Lenexa, KS 66219-8197
p 913.345.9205 | f 913.345.4832 | cgrubaugh@hinklaw.com

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L A W F I R M LLC

hinklaw.com

Reply to Kansas City Office
Mark E. McFarland
Fax: (913) 345-4832
mmcfarland@hinklaw.com

July 27, 2021

VIA ELECTRONIC MAIL ONLY TO: MONTY.NIGUS@GMAIL.COM

Monty Nigus, President
Ryan's Run Homes Association, Inc.

Re: Initial Review of Corporate Documents

Dear Monty:

Pursuant to your communication dated May 4, 2021 and your follow-up Notice-to-Proceed, dated July 25, 2021, you requested that I perform the following:

Task 1

Review the above legal documents and provide a list of recommendations for revising/updating, if necessary. We envision this to be a simple read-through of the documents and a list of your initial thoughts/recommendations.

I have completed an initial review of the following documents:

1. State of Kansas, Office of Secretary of State, Online Business Summary, July 26, 2021;
2. Articles of Incorporation of Ryan's Run Homes Association, Inc.;
3. Bylaws of Ryan's Run Homes Association;
4. Ryan's Run Homes Association - Amendments to By-Laws - Dated February 18, 1999;
5. Declaration of Restrictions - Dated June 8, 1978;
6. First Amendment to Declaration of Restrictions and Relinquishment of Developer's Rights and Duties under Declaration of Restrictions - Dated December 24, 1991;
7. Ryan's Run Homes Association Declaration - Dated November 24, 1991; and,
8. Amendment to Ryan's Run Homes Association Declaration - undated and unsigned.

Wichita Office
1617 N. Waterfront Parkway
Suite 400
Wichita, KS 67206
316.267.2000

Kansas City Office
Lenexa City Center - Penn I
8711 Penrose Lane
Suite 400
Lenexa, KS 66219
913.345.9205

Topeka Office
800 SW Jackson
Suite 1520
Topeka, KS 66612
316.267.2000

Monty Nigus, President
Ryan's Run Homes Association, Inc.
July 27, 2021
Page 2 of 4

Based upon my initial review, I have the following observations:

Amendments to By-Laws - Dated February 18, 1999.

The Amendments document states under the heading, "Certificate" that the "foregoing Amendments to the Bylaws were presented by the board of directors at the annual meeting on February 21, 1999, and voted on and accepted by the membership on said date." The Bylaws provide that they may be amended by a two-thirds (2/3) vote of the members of the Association present at a meeting at which a quorum is present. Membership in Ryan's Run Homes Association is limited to any person or entity that is the owner of the fee simple interest or of an undivided portion of the fee interest in any lot within the jurisdiction of the Association. A quorum for purposes of a meeting of the members is defined as at least one-fourth (1/4th) of the total votes of the membership. Therein lies the first potential issue regarding the validity and enforceability of the Amendments to By-Laws. The Amendments document does not identify whether a quorum was present at the meeting. The Amendments document also does not identify how many affirmative votes for accepting the Amendments were cast in order to determine whether the two-thirds (2/3) vote threshold was met or exceeded. It is possible that this information is in the minutes from the February 21, 1999 meeting. If the minutes do not indicate that a quorum was present and the number of affirmative votes for accepting the Amendments, then there is a potential issue about the validity and enforceability of the Amendments to By-Laws, dated February 18, 1999. If the Amendments to By-Laws document is determined to be invalid and unenforceable, then the amendments are ineffective and the original Bylaws would remain in full force and effect. Even if the Amendments to By-Laws document is invalid and unenforceable, this could be corrected by following proper procedure to ratify those actions.

Declaration of Restrictions.

The copy of the Declaration of Restrictions provided to me does not have Acknowledgements or notarized signatures, which may be an argument as to their validity and enforceability. The copy of the Declaration of Restrictions provided to me also suggests that the Declaration of Restrictions is "Exhibit A" to another document because "Exhibit A" is typed at the top of the page. In order for me to provide a legal opinion on the validity and enforceability of the Declaration of Restrictions, in general, I will need to review the actual filing in the Register of Deeds Office (n/k/a Johnson Director of Records and Taxation) to determine whether I have the entire document that was originally filed.

Based upon my review of the First Amendment to Declaration of Restrictions and Relinquishment of Developer's Rights and Duties under Declaration of Restrictions filed with the Johnson County Register of Deeds (n/k/a Johnson County Director of Records and Taxation) on March 10, 1992, the original developer allegedly assigned all of its rights as developer under the Declaration of Restrictions to Marcon Country Homes, Inc., but I have not been provided a copy of that assignment and it is not identified as having been recorded. Again, in order for me to provide a legal opinion on the validity and enforceability of the Declaration of Restrictions, by the Association, I will need to review the records in the Register of Deeds Office (n/k/a Johnson

Monty Nigus, President
Ryan's Run Homes Association, Inc.
July 27, 2021
Page 3 of 4

Director of Records and Taxation) to determine whether this alleged assignment was recorded and, if not, then whether the original assignment is available to review to determine its validity and effectiveness. Without the valid assignment from the original developer to Marcon Country Homes, Inc., the First Amendment to Declaration of Restrictions and Relinquishment of Developer's Rights and Duties under Declaration of Restrictions assigning Marcon Country Homes, Inc.'s right and responsibilities to Ryan's Run Homes Association, Inc. may not be valid and enforceable itself.

Ryan's Run Homes Association Declaration.

The Declaration of Restrictions provides for the formation of a homes' association if agreed to, in writing, by fifty-one percent (51%) of the property owners in the subdivision. It has been represented to me that there are forty-eight (48) lots in the subdivision but only forty-two (42) different owners. The first question is the definition of "property owners". That phrase is not defined in the Homes Association Declaration. So, is the referenced to "property owners" to the 48 lots or to the 42 different owners. Generally, for voting purposes, there is one (1) vote for each lot and, therefore, if two or more lots have the same owner, then that owner gets a vote for each lot that owner actually owns. The Ryan's Run Homes Association Declaration includes the signatures of the owners of thirty-six (36) lots, which if all of such signatures are valid, then that is more than the twenty-two (22) or twenty-five (25) signatures necessary. However, in reviewing the notarial acknowledgments, I have noted that several of the notarial acknowledgements may contain errors. The errors I noted in my initial review included a notarial acknowledgement suggesting that both owners executed the signature line when, in fact, only one signature is on the signature line. Some signatures do not appear to "complete" signatures. I also noted some names have been stricken in the notarial acknowledgement. I do not know if that was done before the document was filed of record or afterwards. Similar to the Amendments to By-Laws, any deficiencies in the Homes Association Declaration can be corrected by following the proper procedure to ratify the adoption of the Homes Association Declaration.

Summary.

Based upon my limited review, there do appear to be "potential" issues that the Board of Directors of Ryan's Run Homes Association, Inc. should consider addressing. Generally, most people do not look into the details that I have identified above. However, when someone is dissatisfied with action or inaction by the Association, then either they or their legal counsel look for any error that may give them leverage to negotiate with the Association.

I have not observed any obvious issues with the corporate formation of Ryan's Run Homes Association, Inc. and it is in "good standing" with the Kansas Secretary of State. As identified above, there may be issues with the Amendments to By-Laws document, but those could be corrected by following the proper procedure to ratify that document and those amendments.

The Declaration of Restrictions has potential issues as identified above. Further investigation and review is necessary to render a formal opinion on whether the Declaration of Restrictions could withstand a legal challenge.

Monty Nigus, President
Ryan's Run Homes Association, Inc.
July 27, 2021
Page 4 of 4

The Homes Association Declaration has potential issues as identified above, but those could be corrected by following the proper procedure to ratify that document.

I have not undertaken a detailed review of the restrictions set forth in the Declaration of Restrictions to answer the question of whether there is enough detail to define and address situations that may arise in the neighborhood as that review would be outside the scope of Task 1. Additionally, a final determination of the validity and enforceability of the Declaration of Restrictions would be recommended before incurring costs to review and answer this inquiry.

In regards to the City of Overland Park, Kansas Code of Ordinances and/or the Johnson County, Kansas Code of Regulations, neither should have any effect on the Declaration of Restrictions. Whether the property within the jurisdiction of the Association is subject to the City Ordinance or County Ordinances, or both is outside the scope of Task 1. This would require a review of the annexation documents.

There currently does not appear to be a method of providing funds for the Association to fulfill its duties and obligations under the Declaration of Restrictions. Your Notice-to-Proceed mentions that the Amendment to Ryan's Run Homes Association was unable to approve the Amendment to Ryan's Run Homes Association Declaration because you could not get 100% approval. I note that the Homes Association Declaration provides that it may be amended by a majority of the owners of the lots within the jurisdiction of the Homes Association.

Finally, I would note that the Association is subject to and must comply with the Kansas Uniform Common Interest Owners Bill of Rights Act, K.S.A. 58-4601 et seq. that was enacted and became effective July 1, 2010. If neither you nor the Board has a copy of this Act, then let me know and I can provide you with a copy for your future reference.

After you and the Board has had an opportunity to review my initial observations, then let me know if I can be of any further assistance to the Association and/or the Board in any regard.

Cordially yours,


Mark E. McFarland



Attachment 3

Legal Review Sub-committee's Meeting Memo Action Plan

Task 2 Scope of Work

Ryan's Run Board of Directors
Legal Assistance Subcommittee
Meeting Memo

Subcommittee Members (Appointed by the Board of Directors):
Monty Nigus
Myra Schraeder
Steve Grier

Date/Time: September 13, 2021/3:00pm

Location: Monty Nigus's Home

Purpose: Review attorney's observations and recommendations of the Ryan's Run legal documents, dated July 27, 2021, and provide an action plan for the Board of Directors consideration at the upcoming November 17, 2021, Board Meeting.

Legal Assistance Subcommittee Action Plan Summary:

1. Amendments to By-Laws – Dated February 18, 1999

The Amendments to By-Laws – Dated February 18, 1999, were presented by the Board of Directors at the annual meeting on February 21, 1999, and voted on and accepted by the membership at that meeting. However, there is no available record (i.e., meeting minutes) of the meeting that states a quorum was present and what the tally of the cast votes were (i.e., for or against). Because of no record, these Amendments to the By-Laws may be invalid and not enforceable.

Action: Perform a revote for the Amendments to the By-Laws – Dated February 18, 1999, and properly record and document the results. The revote could be by 2/3 vote of the membership at which a quorum is present, or by ¾ vote of the Board of Directors per Article XV of the By-Laws of Ryan's Run Homes Association. It is recommended that the Board review this matter at the upcoming Board of Directors Meeting dated November 17, 2021, and perform a vote of the Board Directors to either approve or disapprove the Amendments to the By-Laws – Dated February 18, 1999.

2. Declaration of Restrictions

The Declaration of Restrictions does not have acknowledgments or notarized signatures, which may be an argument as to their validity and enforceability. Also, the document appears to be an attachment (i.e., Exhibit A) to another document, which is not defined.

Action: Have attorney perform a review of the actual filing at the Register of Deeds Office (i.e., Johnson County Director of Records and Taxation) to determine if we have the entire document that was filed and provide a legal opinion of the validity and

enforceability of the Declaration of Restrictions. This action would be part of Task 2 activities.*

Action: If the Declaration of Restrictions is confirmed to be valid and enforceable, have the attorney perform a detailed review of the restrictions to advise if there is enough detail to define and address situations that may arise in Ryan's Run. Also, there does not appear to be a procedure for revising the Declaration of Restrictions. Have the attorney provide such a legal procedure. These actions would be part of Task 2 activities.*

A specific reference to the Exhibit A – Declaration of Restrictions document does not appear in the Association's legal documents, or is it understood that the Exhibit A - Declaration of Restrictions is tied to and automatically follows the real estate as it was eventually transferred to the Ryan's Run Homes Association? Restrictions imposed on the Lots are mentioned in a couple of places in the legal documents, but a specific reference is not provided to advise the reader of the specific document.

Action: Have attorney address the question whether a specific reference to the Exhibit A – Declarations of Restrictions should be included somewhere in the legal documents. If a specific reference should be provided, have the attorney provide the location within the Association's legal documents and the appropriate language for the specific reference. These actions would be part of Task 2 activities.*

The "First Amendment to Declaration of Restriction and Relinquishment of Developer's Rights and Duties under Declaration of Restrictions" notes that the original developer allegedly assigned all its rights as developer to Marcon Country Homes, Inc., but we do not have a copy or record of that assignment as having been recorded. If there is no valid assignment available, then the Declarations of Restrictions may not be valid or enforceable.

Action: Have attorney perform a review of the actual filing at the Register of Deeds Office (i.e., Johnson County Director of Records and Taxation) to determine if there is a valid assignment document of all rights to Marcon Country Homes, Inc. and provide a legal opinion of the validity and enforceability of the Declaration of Restrictions. This action would be part of Task 2 activities.*

3. Ryan's Run Homes Association Declaration

There is no proper definition of "property owner", a term used in the Declaration of Restrictions for the formation of a homes' association.

Action: Provide a "property owner" definition in the Declaration of Restrictions, which would tie it to the word "lot", and/or a "property owner" definition/declaration in the Ryan's Run Homes Association Declaration Article I(a). Have attorney provide the appropriate legal language for incorporating such a definition. This action would be part of Task 2 activities.* The Declaration of Restrictions could be amended by the legal procedure recommended by our attorney as part of the Task 2 action items for Item 2,

above. If the Ryan's Run Homes Association Declaration is to be amended, then the amendment document would need lot owner signatures per Article V of the Ryan's Run Homes Association Declaration. Since the Declaration of Restrictions will most likely be revised upon the attorney's and the Restrictions Committee's forthcoming review of the Declaration of Restrictions, it is recommended that the Declaration of Restrictions be revised at that time to include a "property owner" definition that would tie it to the definition of the word "lot" as defined per Ryan's Run Homes Association Declaration Article I(a), or substitute "property owner" with "lot" owner.

The Ryan's Run Homes Association Declaration has several notarial acknowledgments that contain errors. The incorrect signatures may not be valid. Of the acknowledgments, only twenty (20) signatures are complete and valid. Twenty-two (22) signatures are necessary for document approval (i.e., a simple majority of the forty-two (42) Lot owners). It should be noted, however, that four (4) of the invalid signatures do match the prescribed signature (not complete signature) indicated by the notary under the signature line. If these are valid because they were the intended signature by the notary, then a simple majority is obtained. It is recommended that we have the attorney advise if such signatures are legal before we get into redoing all notarized signatures.

Action: Have attorney provide legal advice concerning the validity of the signatures. This action would be part of Task 2 activities.* If the simple majority is not met, correct the notarial acknowledgments that contain errors and update lot owner names for signature that correlate with current lot ownership. Obtain lot owner notarized signatures.

4. City of Overland Park, Kansas Code of Ordinances and/or the Johnson County Kansas Code of Regulations

The City ordinances and/or the County regulations should not have an impact on the Ryan's Run Declaration of Restrictions. However, their ordinances and regulations may underlie the Declaration of Restrictions document.

Action: Have attorney ascertain whether Ryan's Run is subject to the City or County ordinances by reviewing the annexation documents and provide a legal opinion on their applicability to Ryan's Run. This action would be part of Task 2 activities.*

5. Method of Providing Funds to the Association

Currently, there does not appear to be a method of providing funds for the Association to fulfill its duties and obligations under the Declaration of Restrictions.

Action: Develop a plan to assess and collect fees from the lot owners. Prepare an amendment to the Ryan's Run Homes Association Declaration for membership discussion/input at the upcoming Annual Meeting in January 2022. Have attorney review

and comment on the language of the amendment based on input from the membership. This action would be part of Task 3 activities.*

6. Kansas Uniform Common Interest Owners Bill of Rights Act

The Association is subject to and must comply with the Kansas Uniform Common Interest Owners Bill of Rights Act enacted and became effective July 1, 2010. A copy of this act has been obtained and posted to the Association's website under legal documents.

Action: Review the Kansas Uniform Common Interest Owners Bill of Rights Act and ascertain if there are any compliance items for the Association to consider in their legal documents. Obtain legal assistance, if warranted by the Board.

*Proposed action item for attorney as part of Tasks 2 and 3 scopes of work.

Ryan's Run Homes Association
Legal Assistance – Task 2

January 12, 2022

Via Regular Mail

Mark McFarland
Hinkle Law Firm, LLC
Lenexa City Center – Penn 1
8711 Penrose Lane, Suite 400
Lenexa, KS 66219-8197

Dear Mark,

Per our letter dated August 25, 2021, where we provided payment for legal services associated with Task 1 of our proposal request letter dated May 4, 2021, we noted that the Ryan's Run Homes Association (RRHA) Board was discussing your initial review observations and recommendations of our documents associated with Task 1. The Board has now completed that discussion, and has identified and defined follow-up legal assistance actions associated with Task 2 of our proposal request letter. These actions are outlined as follow and represent the Task 2 scope of services.

1. Amendments to By-Laws – Dated February 18, 1999

The Amendments to By-Laws – Dated February 18, 1999, were presented by the Board of Directors at the annual meeting on February 21, 1999, and voted on and accepted by the membership at that meeting. However, there is no available record (i.e., meeting minutes) of the meeting that states a quorum was present and what the tally of the cast votes were (i.e., for or against). Because of no record, these Amendments to the By-Laws may be invalid and not enforceable.

Action: No additional legal services are required for this item. The Board performed a revote for the Amendments to the By-Laws – Dated February 18, 1999, at the September 17, 2021, Board Meeting. The Board properly recorded and documented the results in the Meeting Minutes.

2. Declaration of Restrictions

The Declaration of Restrictions does not have acknowledgments or notarized signatures, which may be an argument as to their validity and enforceability. Also, the document appears to be an attachment (i.e., Exhibit A) to another document, which is not defined.

Action: Perform a review of the actual filing at the Register of Deeds Office (i.e., Johnson County Director of Records and Taxation) to determine if we have the entire document that was filed and provide a legal opinion of the validity and enforceability of the Declaration of Restrictions.

Action: If the Declaration of Restrictions is confirmed to be valid and enforceable, perform a detailed review of the restrictions to advise if there is enough detail to define and address situations that may arise in Ryan's Run. Also, there does not appear to be a procedure for revising the Declaration of Restrictions. Provide such a legal procedure.

A specific reference to the Exhibit A – Declaration of Restrictions document does not appear in the Association's legal documents, or is it understood that the Exhibit A - Declaration of Restrictions is tied to and automatically follows the real estate as it was eventually transferred to the Ryan's Run Homes Association? Restrictions imposed on the Lots are mentioned in a couple of places in the legal documents, but a specific reference is not provided to advise the reader of the specific document.

Action: Address the question whether a specific reference to the Exhibit A – Declarations of Restrictions should be included somewhere in the legal documents. If a specific reference should be provided, provide the location within the Association's legal documents and the appropriate language for the specific reference.

The "First Amendment to Declaration of Restriction and Relinquishment of Developer's Rights and Duties under Declaration of Restrictions" notes that the original developer allegedly assigned all its rights as developer to Marcon Country Homes, Inc., but we do not have a copy or record of that assignment as having been recorded. If there is no valid assignment available, then the Declarations of Restrictions may not be valid or enforceable.

Action: No additional legal services are required for this item. The Board believes this comment represents an extremely minor possibility that the original developer did not properly assign all its rights as developer to Marcon Country Homes, Inc. and does not warrant further research.

3. Ryan's Run Homes Association Declaration

There is no proper definition of "property owner", a term used in the Declaration of Restrictions for the formation of a homes' association.

Action: Provide a "property owner" definition in the Declaration of Restrictions, which would tie it to the word "lot", and/or a "property owner" definition/declaration in the Ryan's Run Homes Association Declaration Article I(a). Provide the appropriate legal language for incorporating such a definition. The Declaration of Restrictions could be amended by the legal procedure recommended as part of the Task 2 action items for Item 2, above. If the Ryan's Run Homes Association Declaration is to be amended, then the amendment document would need lot owner signatures per Article V of the Ryan's Run Homes Association Declaration, which would be a significant undertaking. Since the Declaration of Restrictions will most likely be revised anyway upon the attorney's and the Restrictions Committee's forthcoming review of the Declaration of Restrictions, the Board recommends that the Declaration of Restrictions be revised at that time to include a "property owner" definition that would tie it to the definition of the word "lot"

as defined per Ryan's Run Homes Association Declaration Article I(a), or substitute "property owner" with "lot" owner.

The Ryan's Run Homes Association Declaration has several notarial acknowledgments that contain potential errors. The suspect signatures may not be valid. Of the acknowledgments, only twenty (20) signatures are complete and valid. Twenty-two (22) signatures are necessary for document approval (i.e., a simple majority of the forty-two (42) Lot owners). It should be noted, however, that four (4) of the suspect signatures do match the prescribed signature indicated by the notary under the signature line. The Board believes these signatures are also valid because they were the intended signature by the notary. Thus, with these signatures, a simple majority is obtained (i.e., twenty-four (24) valid signatures), and the document is approved. Furthermore, the Board believes that, since the signatures were obtained in the presence of a notary that personally knew the signatories who also presented a valid identification, that all the signatures obtained were valid.

Action: No additional legal services are required for this item. The Board believes a majority of the owner signatures of "lots" was obtained for approval of the document.

4. City of Overland Park, Kansas Code of Ordinances and/or the Johnson County Kansas Code of Regulations

The City ordinances and/or the County regulations should not have an impact on the Ryan's Run Declaration of Restrictions. However, their ordinances and regulations may underlie the Declaration of Restrictions document.

Action: Ascertain whether Ryan's Run is subject to the City or County ordinances by reviewing the annexation documents and provide a legal opinion on their applicability to Ryan's Run.

5. Method of Providing Funds to the Association

Currently, there is no method of providing funds for the Association to fulfill its duties and obligations under the Declaration of Restrictions.

Action: No additional legal services are required for this item at this time. The Board is currently developing a plan to assess and collect fees from the lot owners. Once completed, preparation of an amendment to the Ryan's Run Homes Association Declaration will be a future Task 3 activity.

6. Kansas Uniform Common Interest Owners Bill of Rights Act

The Association is subject to and must comply with the Kansas Uniform Common Interest Owners Bill of Rights Act enacted and became effective July 1, 2010. A copy of this act has been obtained by the Association.

Action: No additional legal services are required for this item at this time. The Board will review the Kansas Uniform Common Interest Owners Bill of Rights Act and ascertain if there are any compliance items for the Association to consider in their legal documents. The Board may request legal assistance with this review as a future Task 3 activity.

Please provide a proposal (estimated cost and schedule) to perform the Task 2 action items as outlined above by the end of January 2022. Once a proposal has been received, the RRHA Board of Directors will review, and if approved, issue a notice-to-proceed.

Once you have received this letter, if necessary, please give me a call at 913-835-8794 to discuss/clarify its content and request. We thank you in advance for your attention to this matter and look forward to continuing our working relationship.

Very truly yours,
RYAN'S RUN HOMES ASSOCIATION

(Original Hardcopy Mailed Included Signature)

Monty Nigus, President

Cell: 913-835-8794

Email: monty.nigus@gmail.com



Attachment 4

Officially Filed Association Documents Used in Attorney's Review

Attorney's Task 2 Scope of Work Responses

Legal Review Sub-committee Review Comments

Additional Sub-committee Clarifying Questions

Attorney's Responses to Clarifying Questions

From: McFarland, Mark E.
Sent: Friday, July 29, 2022 4:55 PM
To: Monty Nigus
Subject: Ryan's Run Recorded Documents

Monty:

Attached are copies of all of the recorded documents regarding restrictions on the lots, the homes association created to take over for the Developer and the Homes Association's By-Laws (filed twice not sure why). I wanted you to have these while I finish up the legal opinions that have been requested.

The attached documents should be maintained in a binder for the Board to be maintained by the Secretary and/or President and transferred when there is a new Secretary and/or President.



Mark E. McFarland | Attorney at Law
Hinkle Law Firm LLC

Kansas City Office
Lenexa City Center | Penn I
8711 Penrose Lane | Suite 400 | Lenexa, KS 66219-8197
p [913.549.1105](tel:913.549.1105) | f [913.345.4832](tel:913.345.4832) | mmcfarland@hinklawn.com
hinklawn.com

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210655 ✓

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COUNTY OF JOHNSON } 55
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OF

SARA FULLMANN
REGISTER OF DEEDS

RYAN'S RUN HOMES ASSOCIATION

ARTICLE I

OFFICES

1.1 Name. The name of the association is Ryan's Run Homes Association. It is incorporated under the laws of the State of Kansas as a not-for-profit corporation.

1.2 Location. The principal office of the Association shall be located at 5000 West 95th Street, Overland Park, Kansas 66212, but meetings of members and directors may be held at such other places as may be designated by the board of directors.

ARTICLE II

DEFINITIONS

2.1 Association shall mean the Ryan's Run Homes Association, its successors and assigns.

2.2 District shall mean all of the property which is now or hereafter within the jurisdiction of the Association as provided in the Declaration.

2.3 Street shall mean any public or private street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the District.

2.4 Lot shall mean any lot as shown as a separate lot on any recorded plat of all or part of the District; provided, however, that if an owner, other than the developer, owns all or parts of one or more adjacent lots upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot".

2.5 Owner shall mean the record owner in fee simple of any Lot in the District, including developer.

2.6 Developer shall mean and refer to Marlin Constance the successor to Blue Valley West Partnership, a Kansas General Partnership.

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Vol. 3555 p. 930

2.7 Declaration shall mean the Ryan's Run Homes Association Declaration dated as of ~~June 24~~ May 24, 1991 and recorded as instrument number 24513 and volume 1542 at page 286 in the Office of the Register of Deeds, Johnson County, Kansas, as such Declaration may be amended from time to time.

ARTICLE III

MEMBERSHIP

3.1 Membership. Except as otherwise provided in the Declaration, membership in the Association shall be limited to any person or entity who is the Owner of the fee interest or of an undivided portion of the fee interest in any Lot which is now or hereafter within the jurisdiction of the Association. Persons or entities who hold an interest merely as security for the performance of an obligation shall not be members. Tenants may vote with a written proxy from the Owner of a lot which proxy shall be submitted to the Board of Directors.

3.1.1 Membership for Guardians of Minors. In case the legal title to a Lot in the District is held by one or more minors, their natural or legal guardian or guardians shall be eligible for membership or, if there be more than one such guardian, they shall jointly have the right to cast only one vote for any candidate at any election or on any question or such guardians may designate in writing one of them as a member in their stead and such person shall thereupon become eligible for membership, subject to the approval of the Board of Directors.

3.1.2 Membership for Representatives of Corporations. In case the legal title to a Lot in the District is held by a corporation, partnership or other entity, the Owner may designate, by filing a written instrument with the Association, any person as its member representative.

ARTICLE IV

VOTING RIGHTS

The Association shall have only one class of members, which shall consist of all of the persons and entities who are members as provided in Article III. Members shall be entitled to one vote for the Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be members and the

vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast by members with respect to any Lot.

ARTICLE V

BOARD OF DIRECTORS

5.1 Number. The business and affairs of the Association shall be managed by a Board of Directors, composed of seven directors. At the initial election of directors, the terms may be staggered. Thereafter, each individual elected as a director shall serve for a term of two years and until his or her successor is duly elected and has commenced his or her term of office or until his or her earlier resignation or removal.

5.2 Qualification. All directors, other than the initial directors named in the Articles of Incorporation, shall be members in good standing of the Association.

5.3 Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

5.4 Compensation. No director shall receive compensation for the service he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI

MEETINGS OF DIRECTORS

6.1 Annual Meetings. The annual meetings of the Board of Directors shall be held following the annual meeting of the members at such place as may be fixed by the Board.

6.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and time as may be fixed from time to time by the Board.

6.3 Special Meetings. Special meetings of the members may be called at any time by the president or the Board of Directors or upon written request of the members.

6.4 Notice of Special Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, or hand delivered to the residence, at least fifteen days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting the purpose of the meeting.

6.5 Waiver of Notice. Any notice provided or required to be given to the directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.6 Quorum. The presence of a majority in person or by proxy of those persons entitled to vote at any meeting shall constitute a quorum for the transaction of business. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. A majority vote of those present shall be necessary to elect a Director or to transact any other business.

6.7 Adjournment. If a quorum shall not be present at any such meeting, the directors present shall have the power successively to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

6.8 Meetings by Conference Telephone or Similar Communications Equipment. Unless otherwise restricted by the Articles of Incorporation or these bylaws, members of the Board of Directors of the Association, or any committee designated by the board, may participate in a meeting of the board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

6.9 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

7.1 Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the members.

7.2 Election. Election to the Board of Directors shall be by written ballot. At any such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

7.3 Commencement of Term of Office. A director shall be deemed elected at the time of his election, but he shall not be deemed to have commenced his term of office or to have any of the powers or responsibilities of a director until the time he accepts the office of director either by a written acceptance or by participating in the affairs of the Association at a meeting of the board of directors or otherwise.

ARTICLE VIII

POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the power to:

8.1 Scope. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these bylaws, the Articles of Incorporation, or the Declaration.

8.2 Enforcement of Restrictions. Enforce in the name of the Association any and all building, use or other restrictions, obligations, agreements, or reservations which have been or hereafter may be imposed upon any of the lots.

8.3 Records. Cause to be kept a complete record of all acts and of the corporate affairs of the Association.

ARTICLE IX

COMMITTEES

9.1 Committees. The committees of the Association shall consist of permanent committees created by these Bylaws and such other committees or sub-committees as may be formed by the Board of Directors or Association members. It shall consist of a minimum of three members. All members of the committee shall be appointed by the president subject to the approval of the Board of Directors.

9.2 Permanent Committee Duties. The permanent committees of the Association and their respective duties shall consist of:

9.2.1 Restriction Committee. This committee shall hear and investigate complaints of Association members concerning violations of the Restrictions affecting Ryan's Run and make recommendations to the Board of Directors as to action to be taken concerning violations of restrictions. It shall keep a record of all complaints and the actions of the committee taken thereon. It shall have such other duties as may be prescribed by the Board of Directors.

9.2.2 Architectural Committee. The purpose of this committee is to review any applications for the erection or alterations of buildings, fences, or other structures. The committee shall accept, hear and investigate and approve or disapprove such applications. It shall have such other duties as may be prescribed by the Board of Directors. Any Lot owner aggrieved by a decision of the architectural committee may appeal the decision to the Board of Directors, and if still aggrieved, to the membership of the Association. By majority vote of the directors or all eligible members of the Association, the decision of the architectural committee may be ratified or may be reversed.

9.2.3 Public Relations Committee. This committee shall be responsible to the Association Board of Directors for the publication of newsletters, material welcoming new home owners into the Association and other publications relative to the Association membership. It shall have other duties as may be proscribed by the Board of Directors.

9.3 Indebtedness of Association. To the extent permitted by the Declaration, borrow money and incur indebtedness for purposes of the Association and cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; provided, however that the repayment of any such indebtedness shall not be or become the personal obligation of any Owner.

9.4 Performance. Perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise; and perform all acts and do all things permitted or required of a Board of Directors of a not-for-profit corporation under the laws of the State of Kansas.

ARTICLE X

MEETINGS OF MEMBERS

10.1 Annual Meetings. The annual meetings of the members of the Association shall be held at such date and place as may be fixed by the Board of Directors. If the day for the annual meeting of members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. At the annual meeting, directors shall be elected, reports of the affairs of the Association shall be considered, assessment levels shall be established and any other business within the powers of the membership may be transacted.

10.2 Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of members holding at least one-tenth (1/10th) of the votes of the members.

10.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before a regular meeting and at least ten days before a special meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

10.4 QUORUM. The presence at a meeting, in person or by proxy, of members entitled to cast at least one-fourth (1/4th) of the total votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. Except as otherwise provided in the Declaration or the Articles of Incorporation or by law, a majority vote of those present at a meeting at which a quorum is present shall be necessary to transact any business.

10.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association before the meeting. Every proxy shall be revocable and shall automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of one year from the date of its issuance or upon conveyance by the member of his lot, whichever event shall occur sooner.

ARTICLE XI

OFFICERS AND THEIR DUTIES

11.1 Enumeration of Offices. The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board of Directors may from time to time elect.

11.2 Election of Officers. Initially, the officers shall be elected by the Board of Directors named in the Articles of Incorporation at the first meeting of that body, to serve at the pleasure of the board until the first annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

At the first and each subsequent annual meeting of the Board of Directors the newly elected board shall elect officers to serve at the pleasure of the board until the next annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

An officer shall be deemed qualified when he enters upon the duties of the office to which he has been elected or appointed, but the Board may also require of such person his

written acceptance and promise faithfully to discharge the duties of such office.

11.3 Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

11.4 Resignation and Removal. Any officer may be removed from office by the Board of Directors, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.5 Vacancies. A vacancy in any office may be filled by the Board of Directors at any time. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

11.6 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the cases of special offices created pursuant to this Article.

11.7 Duties. The duties of the officers are as follows:

President. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. He shall preside at all meetings of the membership and at all meetings of the Board of Directors. He shall be ex officio a member of all standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties and have such other powers as may be prescribed by the Board of Directors.

Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporate seal of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the Board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board.

The secretary shall keep names and addresses of members confidential as the property of the Association. Such information shall not be made known to anyone except for purposes of carrying on the business of the Association.

Treasurer. The treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

ARTICLE XII

BOOKS AND RECORDS

The books and records of the Association shall be subject to inspection by any member at reasonable times and hours. The Declaration, Articles of Incorporation and Bylaws of the Association shall also be available at reasonable times and hours for inspection by any member at the principal office of the Association.

ARTICLE XIII

CORPORATE SEAL

The Association may have a corporate seal in a circular form having inscribed thereon the name of the Association and the words "Corporate Seal, Kansas". The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise attached.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Depositories and Checks. The monies of the Association shall be deposited in such manner as the directors shall direct in such banks or financial institutions as the directors may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors.

14.2 Certain Loans Prohibited. The Association shall not make any loan to any officer or director of the Association.

14.3 Absence of Personal Liability. The directors, officers and members of the Association shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

14.4 Indemnification and Liability of Directors and Officers. Each person who is or was a director or officer of the Association or is or was serving at the request of the Association as a director or officer of another corporation (including the heirs, executors, administrators and estate of such person) shall be indemnified by the Association as of right to the full extent permitted or authorized by the laws of the State of Kansas, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the Association or, if serving at the request of the Association, as a director or officer of another corporation. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation under any other bylaw or under any agreement, vote of members or disinterested directors or otherwise, and shall not limit in any way any right which the corporation may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

ARTICLE XV

AMENDMENT

These Bylaws may be altered, amended, or repealed in any of the following ways: (i) by a two thirds (2/3) vote of the

members of the Association present at a meeting at which a quorum is present, or (ii) by a three-fourths (3/4) vote of the Board of Directors.

ARTICLE XVI

CONFLICT

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVII

FISCAL YEAR

The Board of Directors shall have power to fix and from time to time change the fiscal year of the Association. In the absence of action by the Board of Directors, the fiscal year of the Association shall end each year on the date which the Association treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Directors.

ARTICLE XVIII

CERTIFICATE

The undersigned secretary of Ryan's Run Homes Association, a Kansas not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original Bylaws of said Association adopted by the initial directors named in the Articles of Incorporation.

Dated: 11-24-91.

STATE OF KANSAS
COUNTY OF JOHNSON

THIS INSTRUMENT WAS
ACKNOWLEDGED BEFORE ME ON 11/29/91 BY Peter H. Diedrich
Secretary

EX-100-001 07/16/91 11:12am

MY APPOINTMENT EXPIRES 8-7-94 12

VOL 3555 PAGE 941

STATE OF KANSAS } ss
COUNTY OF JOHNSON }
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EXHIBIT A

15.00
RUFUS M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

DECLARATION OF RESTRICTIONS

WHEREAS, Blue Valley West Partnership, hereinafter referred to as the Developer, is the owner of real estate situated in Johnson County, Kansas, described as follows, to-wit:

The East One Half of the Northeast Quarter
of Section 24, Township 14, Range 24,
Johnson County, Kansas, except part in
dedicated roads.

and

WHEREAS, the Developer has heretofore executed a Certificate of Survey on all of the above described real estate, which survey was recorded on the 28th day of March, 1978, in the Office of the Register of Deeds of Johnson County, Kansas, under Document No. 1157824 in Plat Book 1317, at Page 13, such recorded Certificate of Survey designating all of the above described real estate as Blue Valley West, a subdivision in Johnson County, Kansas; and

WHEREAS, the Developer now desires to place certain restrictions on all of the above described real estate, except that part in dedicated roads, all of which restrictions shall be for the use and benefit of the present owner thereof and its future grantees.

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its and their future grantees, hereby declares that the following described real estate situated in Johnson County, Kansas, described as follows, to-wit:

The East One Half of the Northeast Quarter
of Section 24, Township 14, Range 24,
Johnson County, Kansas, except part in
dedicated roads

as shown on the above described Certificate of Survey, and known as Blue Valley West, a subdivision in Johnson County, Kansas, shall be

and the same are hereby restricted as to their use in the manner hereinafter set forth:

1. For the purposes of these restrictions, the following terms used herein shall have the following described meaning:

The word "street" shall mean any street or road of whatever name which is shown on said Certificate of Survey of Blue Valley West, a subdivision in Johnson County, Kansas.

The word "lot" shall mean any tract lying within Blue Valley West, a subdivision in Johnson County, Kansas upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from the Developer or from the successors and assigns of the Developer.

The word "outbuilding" shall mean any enclosed, covered structure not directly attached to the residence to which it is appurtenant.

The word "developer" shall mean Blue Valley West Partnership, or its successors and assigns.

2. All persons and corporations who now own or shall hereafter acquire any interest in the lots as above defined and hereby restricted, shall be taken to hold and agree and covenant with the owners of said lots, and with their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on March 28, 1998, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

3. None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no apartment house or similar structure, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designed for occupancy by a single

family. No buyer of any such lot shall subdivide the lot so conveyed to them. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached private garage for not more than three cars. Driveways of either concrete or asphalt must be completed at the time construction is finished.

4. No one-story residence shall be erected on any lot herein restricted which contains less than sixteen hundred (1600) square feet of enclosed living area, excluding basements, garages and porches. No one and one-half story residence, split level residence, two-story residence or two and one-half story residence shall be erected on any lot herein restricted which contains less than two thousand (2000) square feet of enclosed living area, excluding basements, garages and porches, and any such one and one-half story residence, split level residence, two-story residence or two and one-half story residence must have at least twelve hundred (1200) square feet of enclosed living area on the first or ground floor level.

5. All plot and building plans, prior to the commencement of actual construction, must be submitted to and approved in writing by the developer. The signature approval of the Developer is required for the issuance of a building permit for construction on any lot.

6. No part of any residence, including attached garages and porches, enclosed or unenclosed, covered or uncovered, erected or maintained on any lot hereby restricted, shall be situated on such lot less than fifty (50) feet from the front property line of such lot. Any residence, including attached garages and porches, enclosed or unenclosed, covered or uncovered, erected or maintained on any lot hereby restricted, shall be situated on such lot in such fashion that the distance between said residence and the side property lines of each lot shall be approximately equal in distance, but in no event shall said residence be less than twenty (20) feet from each side property line of each such lot.

7. No outbuildings or detached structures pertinent to the residence may be erected on any of the lots hereby restricted without the prior written consent of the Developer. No outbuilding or other detached structure shall be used for either permanent or temporary living quarters.

8. Once construction is commenced on any residence or other structure, said construction must be completed within six (6) months from the date said construction is commenced.

9. All residences and other related structures on the lots hereby restricted shall have roofs constructed of wood, tile, slate or other materials specifically approved in writing by the Developer.

10. No fence more than six (6) feet in height may be erected between the established front building line and the rear lot line. No fence may be erected between the established front building line and the front line without the prior written approval of the Developer. All fences erected on lots hereby restricted shall be constructed of natural cedar, redwood, brick, stone or other materials specifically approved in writing by the Developer.

11. No tank for the storage of fuel or other materials may be maintained above the surface of the ground on any of the lots hereby restricted.

12. No free standing or out-of-ground swimming pool may be erected or maintained upon any of the lots hereby restricted. No permanent swimming pool may be constructed without the prior written approval of the Developer, which said approval shall prescribe the type and design of required fencing to enclose such swimming pool.

13. In the event any residence or other permitted structure is damaged by fire, wind storm or other damage, it shall not be permitted to remain in a damaged condition longer than three (3) months from the date that the damage occurred.

14. No livestock or poultry may be kept or maintained on any of the lots hereby restricted. No more than two dogs or cats over the age of three (3) months may be kept or maintained on any of the lots hereby restricted without the prior written consent of the Developer.

15. The raising of dogs, cats or other animals on the lots hereby restricted for the purposes of sale is prohibited.

16. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the lot upon which it is erected.

17. No inoperative motor vehicles of any kind may be stored or parked on any of the lots hereby restricted. No trucks, trailers, boats, buses, campers or delivery vehicles may be parked or stored overnight on any lot hereby restricted within seventy-five (75) feet of the middle of any platted street or road or within twenty-five (25) feet from any side line of such lot.

18. No trash, leaves or other waste may be burned on any of the lots hereby restricted without the prior written consent of the Developer.

19. No exterior clothes lines or poles may be erected or maintained on any of the lots hereby restricted.

20. No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted except during a sixty (60) day period beginning November 15th of each calendar year.

21. Basements, garages or other types of outbuildings constructed on the lots hereby restricted shall not be used for residential use at any time.

22. No house trailers shall be allowed on any of the lots restricted hereunder, nor shall any temporary residences be erected, and no permanent residences or any part thereof, shall be occupied until completed.

23. Mail boxes shall be grouped in locations determined by the Developer, but no such mail boxes shall be furnished by the Developer.

24. None of the lots restricted hereunder shall be used for the dumping of trash or other refuse, or for the storage of equipment and materials other than those required during the construction of the residence or other permitted structure on said lot.

25. Any residence constructed on any of the lots hereby restricted shall have either a two-car garage or a three-car garage, and the minimum size of a two-car garage shall be twenty (20) feet by twenty-two (22) feet. Only garages which are attached or those which are so located as to appear to be attached, will be permitted.

26. It is agreed that if the owner or owners of any lot fails or refuses to cut weeds or brush from the cleared portions of such lot, then the Developer shall have authorization to do so and the cost thereof to be taxed as a lien against such lot.

27. Easements for the installation and maintenance of utilities and drainage facilities are reserved on the front ten (10) feet of each of the lots hereby restricted. Within these easements, no structure, planning or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of such lot, except for those improvements for which a public authority or utility company is responsible.

28. If the property owners in Blue Valley West subdivision desire that a homes association be formed, such homes association may be formed by the agreement in writing of fifty-one percent (51%) or more of the property owners in Blue Valley West subdivision. If such homes association is formed, such homes association will take over the duties of the Developer in regard to approvals as set forth in this Declaration of Restrictions. The assumption of the duties of the Developer may not be assumed by such homes association until Blue Valley West subdivision is completed and released in writing by the Developer to such homes association.

29. Each of the restrictions herein set forth shall contain and shall be binding upon the Developer and upon its successors and assigns, until March 28, 1998, and shall automatically be continued thereafter for successive periods of five (5) years each, provided, however, that the owners of the fee simple title to more than seventy-five percent (75%) of the front feet of all of the lots hereby restricted and enumerated in this Declaration of Restrictions or in the Certificate of Survey of Blue Valley West subdivision, may release all of the lots and land which is hereby restricted from any one or more of the restrictions herein set forth, on March 28, 1998, or at the end of any successive five (5) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Register of Deeds of Johnson County, Kansas, prior to March 28, 1999, or prior to the expiration of any successive five (5) year period after March 28, 1998.

30. All common areas in the subdivision shall be maintained by the Developer until a Blue Valley West homes association is formed under an instrument entitled Declaration Creating Blue Valley West Homes Association. After the formation of said homes association, it shall maintain all common areas, including but not limited to the mowing, planting, trimming, landscaping of such areas. Common areas shall include all

berm areas, islands and other landscaped areas shown upon the Certificate of Survey not being a part of any particular lot whether or not the same shall be decided by Blue Valley West Partnership to the homes association which shall, in addition to being responsible for maintenance, pay all ad valorem and other taxes or assessments levied against such areas. Upon the failure of the homes association to properly maintain the same, the Developer or other appropriate governmental authority may do the necessary maintenance work and assess the homes association and/or each of its members for the reasonable expenses of such work, or the Developer or the appropriate governmental authority may bring an action in any court of competent jurisdiction requiring such maintenance to be done. The above-named parties, or any owner for the time being of any tract or lot in said subdivision, shall have the right to obtain from any court of competent jurisdiction an injunction, mandatory or otherwise, to prevent a breach, or to enforce the keeping of any said restrictions, and may bring other proper legal action.

31. The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and with each of them to conform and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restriction herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seisin of, or title to said land; and the Developer, its successors and assigns, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages; and failure of the Developer, its successors and assigns to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. The Developer may, by appropriate agreement made expressly for the purpose, assign or convey to any person or corporation all the rights, reservations and privileges herein reserved by it, and upon such

assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights, or any one or more of them at any time or times, in the same way and manner as though directly reserved by them or it, in this Declaration of Restrictions.

32. The only requirement to be complied with is the creation of the Upper Blue River Basin Sewer District as recorded in Book 1105, Page 452, which subjects the lots in Blue Valley West to assessment to spread the cost of construction of sewers within the sewer district. Since the sewers are not yet under construction, assessments for their construction are not yet available, but the lots lying within the subdivision of Blue Valley West will all be subject to assessment upon completion of construction at which time such assessment will be levied.

IN WITNESS WHEREOF, the Blue Valley West partners have caused this Declaration of Restrictions to be exercised on this 8th day of June, 1978.

BLUE VALLEY WEST
PARTNERSHIP

Hugh T. Forbes
Hugh T. Forbes

Jack Forbes
Jack Forbes

David C. Graves
David C. Graves

Kevin K. Nunnink
Kevin K. Nunnink

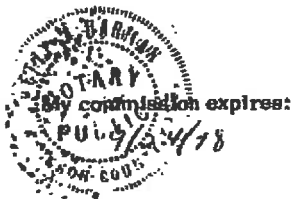
Arsene W. Forbes
Arsene W. Forbes

STATE OF KANSAS, JOHNSON COUNTY, SS.:

BE IT REMEMBERED, that on this 8th day of June, 1978,
before me, the undersigned, a notary Public in and for the County and
State aforesaid, came JACK FORBES, HUGH T. FORBES, ARLENE W.
FORBES, DAVID C. GRAVES & KEVIN K. NUNNINK, partners of
BLUE VALLEY WEST partnership, who are personally known to me
to be the same persons who executed, as such partners, the within
instrument of writing on behalf of said partnership, and such persons
duly acknowledged the execution of the same to be the act and deed of
said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal, the day and year last above written.

Detty A. Harman
Notary Public



STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

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2106655

ORIGINAL COMPLETED WITH RECORD

STATE OF KANSAS
COUNTY OF JOHNSON
FILED FOR RECORD

3100 92 APR -2 P 2:35.8

BYLAWS

SARA F. H. MANN
REGISTER OF DEEDS

OF

2900 92 MAR 24 AM 4:42.5

SARA F. H. MANN
REGISTER OF DEEDS

RYAN'S RUN HOMES ASSOCIATION

ARTICLE I

OFFICES

1.1 Name. The name of the association is Ryan's Run Homes Association. It is incorporated under the laws of the State of Kansas as a not-for-profit corporation.

1.2 Location. The principal office of the Association shall be located at 5000 West 95th Street, Overland Park, Kansas 66212, but meetings of members and directors may be held at such other places as may be designated by the board of directors.

ARTICLE II

DEFINITIONS

2.1 Association shall mean the Ryan's Run Homes Association, its successors and assigns.

2.2 District shall mean all of the property which is now or hereafter within the jurisdiction of the Association as provided in the Declaration.

2.3 Street shall mean any public or private street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the District.

2.4 Lot shall mean any lot as shown as a separate lot on any recorded plat of all or part of the District; provided, however, that if an owner, other than the developer, owns all or parts of one or more adjacent lots upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot".

2.5 Owner shall mean the record owner in fee simple of any Lot in the District, including developer.

2.6 Developer shall mean and refer to Marlin Constance the successor to Blue Valley West Partnership, a Kansas General Partnership.

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2.7 Declaration shall mean the Ryan's Run Homes Association Declaration dated as of ~~June 24~~ Nov 24, 1991 and recorded as instrument number ~~240511~~ 240511 and volume ~~3547~~ 3547 at page ~~586~~ 586 in the Office of the Register of Deeds, Johnson County, Kansas, as such Declaration may be amended from time to time.

ARTICLE III

MEMBERSHIP

3.1 Membership. Except as otherwise provided in the Declaration, membership in the Association shall be limited to any person or entity who is the Owner of the fee interest or of an undivided portion of the fee interest in any Lot which is now or hereafter within the jurisdiction of the Association. Persons or entities who hold an interest merely as security for the performance of an obligation shall not be members. Tenants may vote with a written proxy from the Owner of a lot which proxy shall be submitted to the Board of Directors.

3.1.1 Membership for Guardians of Minors. In case the legal title to a Lot in the District is held by one or more minors, their natural or legal guardian or guardians shall be eligible for membership or, if there be more than one such guardian, they shall jointly have the right to cast only one vote for any candidate at any election or on any question or such guardians may designate in writing one of them as a member in their stead and such person shall thereupon become eligible for membership, subject to the approval of the Board of Directors.

3.1.2 Membership for Representatives of Corporations. In case the legal title to a Lot in the District is held by a corporation, partnership or other entity, the Owner may designate, by filing a written instrument with the Association, any person as its member representative.

ARTICLE IV

VOTING RIGHTS

The Association shall have only one class of members, which shall consist of all of the persons and entities who are members as provided in Article III. Members shall be entitled to one vote for the Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be members and the

vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast by members with respect to any Lot.

ARTICLE V

BOARD OF DIRECTORS

5.1 Number. The business and affairs of the Association shall be managed by a Board of Directors, composed of seven directors. At the initial election of directors, the terms may be staggered. Thereafter, each individual elected as a director shall serve for a term of two years and until his or her successor is duly elected and has commenced his or her term of office or until his or her earlier resignation or removal.

5.2 Qualification. All directors, other than the initial directors named in the Articles of Incorporation, shall be members in good standing of the Association.

5.3 Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

5.4 Compensation. No director shall receive compensation for the service he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI

MEETINGS OF DIRECTORS

6.1 Annual Meetings. The annual meetings of the Board of Directors shall be held following the annual meeting of the members at such place as may be fixed by the Board.

6.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and time as may be fixed from time to time by the Board.

6.3 Special Meetings. Special meetings of the members may be called at any time by the president or the Board of Directors or upon written request of the members.

6.4 Notice of Special Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, or hand delivered to the residence, at least fifteen days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting the purpose of the meeting.

6.5 Waiver of Notice. Any notice provided or required to be given to the directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.6 Quorum. The presence of a majority in person or by proxy of those persons entitled to vote at any meeting shall constitute a quorum for the transaction of business. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. A majority vote of those present shall be necessary to elect a Director or to transact any other business.

6.7 Adjournment. If a quorum shall not be present at any such meeting, the directors present shall have the power successively to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

6.8 Meetings by Conference Telephone or Similar Communications Equipment. Unless otherwise restricted by the Articles of Incorporation or these bylaws, members of the Board of Directors of the Association, or any committee designated by the board, may participate in a meeting of the board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

6.9 Action Taken Without a Meeting. The directors shall have the right to take any action in the presence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

7.1 Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the members.

7.2 Election. Election to the Board of Directors shall be by written ballot. At any such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

7.3 Commencement of Term of Office. A director shall be deemed elected at the time of his election, but he shall not be deemed to have commenced his term of office or to have any of the powers or responsibilities of a director until the time he accepts the office of director either by a written acceptance or by participating in the affairs of the Association at a meeting of the board of directors or otherwise.

ARTICLE VIII

POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the power to:

8.1 Scope. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these bylaws, the Articles of Incorporation, or the Declaration.

8.2 Enforcement of Restrictions. Enforce in the name of the Association any and all building, use or other restrictions, obligations, agreements, or reservations which have been or hereafter may be imposed upon any of the lots.

8.3 Records. Cause to be kept a complete record of all acts and of the corporate affairs of the Association.

ARTICLE IX

COMMITTEES

9.1 Committees. The committees of the Association shall consist of permanent committees created by these Bylaws and such other committees or sub-committees as may be formed by the Board of Directors or Association members. It shall consist of a minimum of three members. All members of the committee shall be appointed by the president subject to the approval of the Board of Directors.

9.2 Permanent Committee Duties. The permanent committees of the Association and their respective duties shall consist of:

9.2.1 Restriction Committee. This committee shall hear and investigate complaints of Association members concerning violations of the Restrictions affecting Ryan's Run and make recommendations to the Board of Directors as to action to be taken concerning violations of restrictions. It shall keep a record of all complaints and the actions of the committee taken thereon. It shall have such other duties as may be prescribed by the Board of Directors.

9.2.2 Architectural Committee. The purpose of this committee is to review any applications for the erection or alterations of buildings, fences, or other structures. The committee shall accept, hear and investigate and approve or disapprove such applications. It shall have such other duties as may be prescribed by the Board of Directors. Any Lot owner aggrieved by a decision of the architectural committee may appeal the decision to the Board of Directors, and if still aggrieved, to the membership of the Association. By majority vote of the directors or all eligible members of the Association, the decision of the architectural committee may be ratified or may be reversed.

9.2.3 Public Relations Committee. This committee shall be responsible to the Association Board of Directors for the publication of newsletters, material welcoming new home owners into the Association and other publications relative to the Association membership. It shall have other duties as may be proscribed by the Board of Directors.

9.3 Indebtedness of Association. To the extent permitted by the Declaration, borrow money and incur indebtedness for purposes of the Association and cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; provided, however that the repayment of any such indebtedness shall not be or become the personal obligation of any Owner.

9.4 Performance. Perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise; and perform all acts and do all things permitted or required of a Board of Directors of a not-for-profit corporation under the laws of the State of Kansas.

ARTICLE X

MEETINGS OF MEMBERS

10.1 Annual Meetings. The annual meetings of the members of the Association shall be held at such date and place as may be fixed by the Board of Directors. If the day for the annual meeting of members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. At the annual meeting, directors shall be elected, reports of the affairs of the Association shall be considered, assessment levels shall be established and any other business within the powers of the membership may be transacted.

10.2 Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of members holding at least one-tenth (1/10th) of the votes of the members.

10.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before a regular meeting and at least ten days before a special meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

10.4 Quorum. The presence at a meeting, in person or by proxy, of members entitled to cast at least one-fourth (1/4th) of the total votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. Except as otherwise provided in the Declaration or the Articles of Incorporation or by law, a majority vote of those present at a meeting at which a quorum is present shall be necessary to transact any business.

10.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association before the meeting. Every proxy shall be revocable and shall automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of one year from the date of its issuance or upon conveyance by the member of his Lot, whichever event shall occur sooner.

ARTICLE XI

OFFICERS AND THEIR DUTIES

11.1 Enumeration of Offices. The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board of Directors may from time to time elect.

11.2 Election of Officers. Initially, the officers shall be elected by the Board of Directors named in the Articles of Incorporation at the first meeting of that body, to serve at the pleasure of the board until the first annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

At the first and each subsequent annual meeting of the Board of Directors the newly elected board shall elect officers to serve at the pleasure of the board until the next annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

An officer shall be deemed qualified when he enters upon the duties of the office to which he has been elected or appointed, but the Board may also require of such person his

written acceptance and promise faithfully to discharge the duties of such office.

11.3 Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

11.4 Resignation and Removal. Any officer may be removed from office by the Board of Directors, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.5 Vacancies. A vacancy in any office may be filled by the Board of Directors at any time. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

11.6 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the cases of special offices created pursuant to this Article.

11.7 Duties. The duties of the officers are as follows:

President. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. He shall preside at all meetings of the membership and at all meetings of the Board of Directors. He shall be ~~ex officio~~ a member of all standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties and have such other powers as may be prescribed by the Board of Directors.

Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporate seal of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the Board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board.

The secretary shall keep names and addresses of members confidential as the property of the Association. Such information shall not be made known to anyone except for purposes of carrying on the business of the Association.

Treasurer. The treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

ARTICLE XII

BOOKS AND RECORDS

The books and records of the Association shall be subject to inspection by any member at reasonable times and hours. The Declaration, Articles of Incorporation and Bylaws of the Association shall also be available at reasonable times and hours for inspection by any member at the principal office of the Association.

ARTICLE XIII

CORPORATE SEAL

The Association may have a corporate seal in a circular form having inscribed thereon the name of the Association and the words "Corporate Seal, Kansas". The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise attached.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Depositories and Checks. The monies of the Association shall be deposited in such manner as the directors shall direct in such banks or financial institutions as the directors may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors.

14.2 Certain Loans Prohibited. The Association shall not make any loan to any officer or director of the Association.

14.3 Absence of Personal Liability. The directors, officers and members of the Association shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

14.4 Indemnification and Liability of Directors and Officers. Each person who is or was a director or officer of the Association or is or was serving at the request of the Association as a director or officer of another corporation (including the heirs, executors, administrators and estate of such person) shall be indemnified by the Association as of right to the full extent permitted or authorized by the laws of the State of Kansas, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the Association or, if serving at the request of the Association, as a director or officer of another corporation. The indemnification provided by this bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation under any other bylaw or under any agreement, vote of members or disinterested directors or otherwise, and shall not limit in any way any right which the corporation may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

ARTICLE XV

AMENDMENT

These Bylaws may be altered, amended, or repealed in any of the following ways: (i) by a two thirds (2/3) vote of the

members of the Association present at a meeting at which a quorum is present, or (ii) by a three-fourths (3/4) vote of the Board of Directors.

ARTICLE XVI

CONFLICT

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVII

FISCAL YEAR

The Board of Directors shall have power to fix and from time to time change the fiscal year of the Association. In the absence of action by the Board of Directors, the fiscal year of the Association shall end each year on the date which the Association treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Directors.

ARTICLE XVIII

CERTIFICATE

The undersigned secretary of Ryan's Run Homes Association, a Kansas not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original Bylaws of said Association adopted by the initial directors named in the Articles of Incorporation.

Dated: 11-24-91.

STATE OF KANSAS
COUNTY OF JOHNSON

THIS INSTRUMENT WAS
ACKNOWLEDGED BEFORE ME ON 11/24/91 BY
Peter H. Diedrich

Secretary

CRUTCHES, INC. 07/16/91 11:10am

MY APPOINTMENT EXPIRES 8-7-94 12

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on certain real property situated in Johnson County,
Kansas, described as follows, to-wit:

The east 1/2 of the northeast
quarter of Section 24 Township 14
Range 24, Johnson County, Kansas,
except part in dedicated roads,

which Survey was recorded on the 28th day of March, 1978, in the
Office of Register of Deeds of Johnson County, Kansas under
Document No. 1157824 in Plat Book 1317 at Page 13, such Survey
designating all of the above described real estate as Blue Valley
West, a subdivision in Johnson County, Kansas; and

2101533

STATE OF KANSAS
COUNTY OF JOHNSON } ss
FILED FOR RECORD

92 MAR 10 AM 22.3

SARA E. ULLMANN
REGISTER OF DEEDS

RYAN'S RUN HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made as of the 24 day of November, 1991, by the owners of certain lots within Ryan's Run (originally platted by certificate of survey as Blue Valley West), a subdivision in Johnson County, Kansas;

WITNESSETH:

WHEREAS, Blue Valley West Partnership as developer did file with the Register of Deeds of Johnson County, Kansas, a certificate of survey of the subdivision now known as Ryan's Run and originally platted as Blue Valley West; and

WHEREAS, such certificate of survey created the subdivision of Blue Valley West comprised of the following described real estate, to wit:

The east 1/2 of the northeast quarter of Section 24 Township 14 Range 24, Johnson County, Kansas except part in dedicated roads;

and

WHEREAS, Blue Valley West did record a Declaration of Restrictions pertaining to Blue Valley West (now Ryan's Run) but did not place of record a homes association declaration; and

WHEREAS, the owners and purchasers of the individual lots within the subdivision now desire to create and maintain a residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned owners of lots within the subdivision for themselves and for their successors and assigns, and for their future grantees, hereby subject all of the above-described property to the covenants, charges and easements hereinafter set forth.

61.00
CL

Vol 3542-1-586

ARTICLE I

DEFINITION OF TERMS

For purposes of this Declaration, the following definitions shall apply:

(a) The term "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the District, provided, however, that if an owner, other than the developer, owns all or parts of one or more adjacent lots upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot".

(b) The term "District" shall mean all of the above-described lots in Ryan's Run, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(c) The term "Developer" shall mean and refer to Blue Valley West Partnership or its successors and assigns.

(d) The term "Owner" shall mean the record owner in fee simple of any Lot, including the Developer.

(e) The term "Street" shall mean any public or private street, road, terrace, circle or boulevard shown on any recorded plat of all or any part of the District, including, without limitation, Tract A of Ryan's Run.

(f) The term "Homes Association" shall mean Ryan's Run Homes Association, which may be incorporated as a Kansas not-for-profit corporation.

ARTICLE II

HOMES ASSOCIATION MEMBERSHIP, VOTING AND MANAGEMENT

Membership in the Homes Association shall be limited to the Owners of Lots within the District and every such Owner shall be a member. The Homes Association shall have only one class of membership. Each member shall have one vote for each Lot for which he is the Owner provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to such Lot.

ARTICLE III

POWERS AND DUTIES OF THE HOMES ASSOCIATION

In addition to the powers granted by other portions of this Declaration or by law, the Homes Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements or reservations which have been or hereafter may be imposed upon any of the Lots; provided, however, that this right of enforcement shall not serve to prevent changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. Nothing herein contained shall be deemed or construed to prevent any Owner from enforcing any building, use or other restrictions in his own name.

(b) To maintain any officer liability and other insurance with respect to the activities of the Homes Association.

(c) To enter into agreements from time to time with the Developer and other parties regarding the performance of services and matters benefiting both the Developer and the Homes Association and its members.

(d) To exercise any architectural and aesthetic control and authority given and assigned to it in this Declaration or in any other deed, declaration or plat relating to all or any part of the District.

(e) To make such reasonable rules and regulations and to provide means to enforce such rules and regulations as will enable it to adequately and properly carry out the provisions and purposes of this Declaration.

(f) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Homes Association.

ARTICLE IV

OBSEVRANCE OF ALL LAWS

The Homes Association shall at all times observe all applicable state, county, city or other laws or regulations and, if at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, such provisions shall become null and void, but no other parts of this Declaration not in conflict therewith shall be affected.

ARTICLE V

AMENDMENT AND TERMINATION


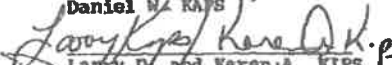

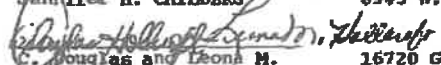
This Declaration may be amended or modified in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by the owners of a majority of the Lots within the District as then constituted.

ARTICLE VI

COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration shall be deemed to be covenants running with the land and into whosever hands any of the property in the District shall come.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be duly executed the day and year first written above.

<u>LOT #</u>	<u>NAME</u>	<u>STREET ADDRESS</u>
1.	 Daniel W. KIPS	9065 W. 167th Street
2.	 Larry D. and Karan A. KIPS	9005 W. 167th Street
3.	 Jennifer H. CHILDERS	8945 W. 167th Street
4.	 C. Douglas and Leona M. HOLLCROFT	16720 Grandview

5. William H. and Peggy J. 16740 Grandview
BARBERSTEIN
6. *Charles R. Foutts and Anne L. Foutts*
Harvey S. and Charlene R. 8930 W. 168th Street
FOUTTS
7. *Nancy E. Keller*
Nancy E. KELLER 8980 W. 168th Street
8. *N. Susan Mitchell and Edward J. Jr. and Nancy G. Mitchell*
N. Susan Mitchell and Edward J. Jr. and Nancy G. Mitchell 9010 W. 168th Street
9. *David W. and Lorna M. Mason*
David W. and Lorna M. MASON 9030 W. 168th Street
10. *Robert J. and Peggy E. Rowden*
Robert J. and Peggy E. 9025 W. 168th Street
ROWDEN
11. *Robert J. and Carol A. Wincentzen*
Robert J. and Carol A. 9005 W. 168th Street
WINCENTZEN
12. *Nelson M. and Theresa J. Randall*
Nelson M. and Theresa J. 8945 W. 168th Street
RANDALL
13. *Stephen L. and Pamela S. Wright*
Stephen L. and Pamela S. 16850 Grandview
WRIGHT
14. *Kim T. and Catherine M. Hoffmann*
Kim T. and Catherine M. 16890 Grandview
HOFFMANN
15. *Steven E. and Jacquelyn S. Lawrence*
Steven E. and Jacquelyn S. 9000 W. 169th Street
LAWRENCE
16. Arthur D. and Joyce E. 9020 W. 169th Street
STEFKA
17. *James P. and Kathleen A. Hurst*
James P. and Kathleen A. 9015 W. 169th Street
HURST
18. *Joel Dean and Jacqueline Phillips*
Joel Dean and Jacqueline Phillips 16930 Grandview
PHILLIPS

- Glen M. Harnden + Johanna C. Harnden*
19. Glen M. and Johanna C. 16970 Grandview
HARNETT
- Barbara K. Knoble*
20. Bill E. and Barbara A. 9060 W. 170th Street
KNOBLE
- Lorin S. and Geraldine L. Meeder*
21/22. Lorin S. and Geraldine L. 9065 W. 170th Street
MEEDER
- Bruce O. and Kathy A. Dolny*
23. Bruce O. and Kathy A. 8905 West 170th Street
DOLNY
- Madrey J. and Teresa Willows*
24. Madrey J. and Teresa WILLIAMS 8835 West 170th Street
WILLIAMS
- Edward T. Jr. and Barbara R. Cason*
25/26. Edward T. Jr. and Barbara R. 8745 West 170th Street
CASON
- Victoria Manakul, Trustee of Victoria Manakul Rev. Trust dated 4/21/91*
27. Victoria MANAKUL, Trustee of 8870 West 170th Street
Victoria Manakul Rev.
Trust dated 4/21/91
- Fred L. and Joan F. Hill*
28. Fred L. and Joan F. HILL 8860 West 170th Street
- Kenneth and Carole D. Larson*
29. Kenneth and Carole D. LARSON 8730 West 170th Street
- Michael D. and Janet R. O'Neal*
30-33. Michael D. and Janet R. 16905 Grandview
O'NEAL
- Charles W. and Sandra Edwards*
34. Charles W. and Sandra 16830 Antioch
EDWARDS
- Richard W. and Charlene K. Gross*
35. Richard W. and Charlene K. Antioch (Undeveloped)
GROSS
- Michael W. and Sharon G. Richard*
36. Michael W. and Sharon G. 16790 Antioch
RICHARD
- Roger M. and Maureen P. Newton*
37. Roger M. and Maureen P. 16760 Antioch
NEWTON
- William H. and Mary D. Carow*
38. William H. and Mary D. CAROW 16730 Antioch

39. Michael & Deborah J. Inzana
Michael and Deborah J.
INZANA 16735 Grandview
40. Stephen L. and Melanie B. BOAL
Stephen L. and Melanie B.
BOAL 16755 Grandview
41. Peter H. and Lynette D. DIEDRICH
Peter H. and Lynette
DIEDRICH 16775 Grandview
42. Lamont A. and Sharon L. NIGUS
Lamont A. and Sharon L.
NIGUS 16795 Grandview
43. Robert M. and Irene T. PACH
Robert M. and Irene T.
PACH 16845 Grandview
44. Bradley A. and Jacquelyn A. STORM
Bradley A. and Jacquelyn A.
STORM 16865 Grandview
- 45/46. Michael D. and Janet R. O'NEAL
Michael D. and Janet R.
O'NEAL 16905 Grandview
47. Robert J. and Betty L. KAPS
Robert J. and Betty L.
KAPS 16945 Grandview
48. William L. and Frankie M. PAYNE
William L. and Frankie M.
PAYNE 8970 West 170th Street

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 29 day of December, 1991, before me, a Notary Public in and for the county and state aforesaid, came DANIEL W. KAPS, who is personally known to me to be the same person who executed the above instrument and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dindrich
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
LARRY D. AND KAREN A. KIPS, who are personally known to me to
be the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dindrich
Notary Public

My appointment expires:

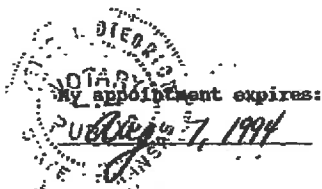
Aug. 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
JENNIFER H. CHILDERS, who is personally known to me to be the
same person who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Rudolph
Notary Public

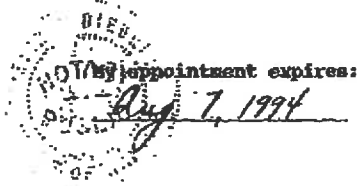


STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
C. DOUGLAS and LEONA M. HOLLGROFT, who are personally known
to me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Rudolph
Notary Public



STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the _____ day of _____, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
WILLIAM H. and PEGGY J. BARTENSTEIN, who are personally known
to me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
HARVEY S. and CHARLENE R. FOUTS, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dredel
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
NANCY E. KELLER, who is personally known to me to be the same
person who executed the above instrument and duly acknowledged
the execution of same.

Peter H. Dieckrich
Notary Public

Aug. 7, 1994

On the 24 day of November, 1991, before me, a Notary Public in and for the county and state aforesaid, came ~~W. Owen~~ Witcham and EDWARD J. JR. and ANNE C. HERGENROT, who are personally known to me to be the same persons who executed the above instrument and duly acknowledged the execution of same.

Peter A. Dardick
Notary Public

Aug 7, 1974

On the 15 day of December, 1991, before me, a Notary Public in and for the county and state aforesaid, came DAVID W. and LORNA M. HASON, who are personally known to me to be the same persons who executed the above instrument and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete H. Rudrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ROBERT D. and PEGGY E. ROWDEN, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete H. Rudrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ROBERT J. and CAROL A. WINCENTSEN, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dudrick
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
NELSON M. and THERESA J. RANDALL, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dudrick
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
STEPHEN L. and PAMELA S. WRIGHT, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Driedrich
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
KIM T. and CATHERINE W. HOFFMAN, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Driedrich
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
STEVEN E. and JACQUELYN S. LAWRENCE, who are personally known
to me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dudrick
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the day of , 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ARTHUR D. and JOYCE E. STEFKA, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
JAMES P. and KATHLEEN A. EHRET, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter A. Duda
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 14 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
JOEL DEAN and JACQUELINE PHILLIPS STURDEVANT, who are
personally known to me to be the same persons who executed the
above instrument and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter A. Duda
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
GLEN M. and JOHANNA C. HARMON, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter A. Oudrich
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
BILL E. and BARBARA A. KNOBLE, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter A. Oudrich
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 24 day of March, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
LORIN S. and GERALDINE L. MEEDER, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete H. Durdick
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
BRUCE J. and KATHY A. DOINY, who are personally known to me to
be the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete H. Durdick
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
RODNEY J. and TERESA WILLOWS, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Oudrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 24 day of November, 1991, before me,
a Notary Public in and for the county and state aforesaid,
came EDWARD T. JR. and BARBARA R. CASON, who are personally
known to me to be the same persons who executed the above
instrument and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Oudrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
VICTORIA MANARUL, TRUSTEE OF VICTORIA MANARUL REV. TRUST DATED
4/21/91, who is personally known to me to be the same person
who executed the above instrument and duly acknowledged the
execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Oudard
Notary Public

My appointment expires:

Aug. 7 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
FRED L. and JOAN F. HILL, who are personally known to me to be
the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Oudard
Notary Public

My appointment expires:

Aug. 7 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the _____ day of _____, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
KENNETH and CAROLE D. LARSON, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
MICHAEL D. and JANET R. O'NEAL, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Oudiz
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 29 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
CHARLES W. and SANDRA EDWARDS, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Rita H. Dudrick
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the _____ day of _____, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
RICHARD W. and CHARLENE K. GROSS, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
MICHAEL W. and SHARON G. RICHARD, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete H. Friedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ROGER H. and MAUREEN P. NEWTON, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete H. Friedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 1 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
WILLIAM H. and MARY D. CANON, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dudach
Notary Public

My appointment expires:

Aug 7 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
MICHAEL and DEBORAH J. INSARA, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dudach
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
STEPHEN L. and MELANIE B. BOAL, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Diedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 24 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
PETER H. and LYNNETTE A. DIEDRICH, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Catherine R. Johnson
Notary Public

My appointment expires:

4/3/94

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
LAMONT A. and SHARON L. NIGUS, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Overhick
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the _____ day of _____, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ROBERT H. and IRENE T. PAGE, who are personally known to me to
be the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On the 15 day of December, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
BRADLEY W. and JACQUELYN A. STORM, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dieckhoff
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
MICHAEL D. and JANET R. O'NEAL, who are personally known to me
to be the same persons who executed the above instrument and
duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Peter H. Dieckhoff
Notary Public

My appointment expires:

Aug. 7, 1994

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 24 day of November, 1991, before me, a
Notary Public in and for the county and state aforesaid, came
ROBERT J. and BETTY L. KAPS, who are personally known to me to
be the same persons who executed the above instrument and duly
acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete H. Driedrich
Notary Public

My appointment expires:

Aug 7, 1994

STATE OF KANSAS }
COUNTY OF JOHNSON } ss.

On the 29 day of December, 1993, before me, a
Notary Public in and for the county and state aforesaid, came
WILLIAM L. and FRANKIE W. PAYNE, who are personally known to
me to be the same persons who executed the above instrument
and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
on the date last above written.

Pete H. Driedrich
Notary Public

My appointment expires:

Aug 7, 1994

2101534

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
AND RELINQUISHMENT OF DEVELOPER'S RIGHTS AND DUTIES
UNDER DECLARATION OF RESTRICTIONS

92 MAR 10 AM 24.0

SARA F. L. HANN
REGISTER OF DEEDS

WHEREAS, Blue Valley West Partnership (the "Partnership"), has heretofore executed a Certificate of Survey ("Survey") on certain real property situated in Johnson County, Kansas, described as follows, to-wit:

The east 1/2 of the northeast quarter of Section 24 Township 14 Range 24, Johnson County, Kansas, except part in dedicated roads,

which Survey was recorded on the 28th day of March, 1978, in the Office of Register of Deeds of Johnson County, Kansas under Document No. 1157824 in Plat Book 1317 at Page 13, such Survey designating all of the above described real estate as Blue Valley West, a subdivision in Johnson County, Kansas; and

WHEREAS, said Partnership executed a Declaration of Restrictions ("Declaration") dated June 9, 1978, recorded in Book 1345 at Page 975 in the Office of the Register of Deeds for Johnson County, Kansas; and

WHEREAS, the Partnership on March 16, 1984 assigned to Marcon Country Homes, Inc., a Kansas corporation ("Marcon"), all of the Partnership's rights as developer under the Declaration; and

WHEREAS, the property owners within the subdivision have created the Ryan's Run Homes Association ("Association") and Marcon and the Association will file of record simultaneously with this First Amendment to Declaration of Restrictions a homes association document known as the Ryan's Run Homes Association Declaration; and

WHEREAS, the Association and Marcon desire to change the

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name of said subdivision to Ryan's Run, which is the name by which the subdivision is presently known and operated; and

WHEREAS, the Blue Valley West subdivision, now to be known as Ryan's Run, is completed and Marcon and the Association desire that the duties of the developer under the Declaration be assigned to and assumed by the Association;

NOW, THEREFORE, in consideration of the premises, Marcon, for itself and for its successors and assigns, and the Association, hereby declare that the following described real estate situated in Johnson County, Kansas and described as follows, to-wit:

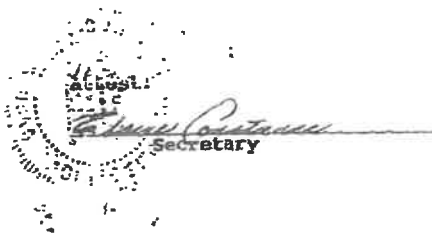
The east 1/2 of the northeast
quarter of Section 24 Township 14
Range 24, Johnson County, Kansas,
except part in dedicated roads,

as shown on the Survey and known as Blue Valley West, a subdivision in Johnson County, Kansas, shall be and the same shall hereafter be known as Ryan's Run, a subdivision in Johnson County, Kansas, and that hereafter all documents pertaining to such real property including the Ryan's Run Homes Association shall bear the name of Ryan's Run.

BE IT FURTHER declared that Marcon in accordance with the Declaration does hereby relinquish, transfer, assign, release, deed, and quit claim to the Association all of the rights and duties of developer under the Declaration, and the Association hereby accepts and assumes all such privileges and responsibilities as set forth in the Declaration. Marcon shall have no liability for actions hereafter taken by or omissions of the Association as developer under the Declaration.

IN WITNESS WHEREOF, Marcon has caused this First

Amendment to Declaration of Restrictions and Relinquishment of
Developer's Rights and Duties under Declaration of Restrictions to
be exercised on this ____ day of August, 1991.



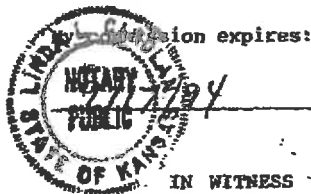
MARCON COUNTRY HOMES, INC.

By Marlin Constance
President
MARLIN CONSTANCE

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

On the 24th day of DECEMBER, 1991, before me, a Notary Public in and for said county and state aforesaid, came Marlin Constance, to me personally known, who being by me duly sworn, did say that he is the President of Marcon Country Homes, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Marlin Constance acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Johnson County, the day and year last above written.



Linda L. Carolan
Notary Public in and for said
County and State
Linda L. Carolan

IN WITNESS WHEREOF, the undersigned Ryan's Run Homes Association does hereby consent to and accepts the terms and conditions of the First Amendment of Declaration of Restrictions and the Relinquishment of Developer's Rights and Duties under Declaration of Restrictions this 24 day of DECEMBER, 1991.

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RYAN'S RUN HOMES ASSOCIATION

By *Kim T Hoffman*
President
Kim T Hoffman

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On the 23 day of ^{December} ~~August~~, 1991, before me, a Notary Public in and for said county and state aforesaid, came , to me personally known, who being by me duly sworn, did say that he is the President of Ryan's Run Homes Association, and that said instrument was signed in behalf of said association by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date last above written.

My commission expires:

NOTARY PUBLIC
8/7/94

Peter A. Diedrich
Notary Public
PETER H DIEDRICH

From: Grubaugh, Christy L.
Sent: Tuesday, September 20, 2022 11:14 AM
To: MONTY.NIGUS@GMAIL.COM
Cc: McFarland, Mark E.
Subject: Ryan's Run Homes Assoc.

Mr. Nigus:

Attached please find the correct letter regarding Response to Task 2 Items from Mark. My apologies for attaching the incorrect letter yesterday!

Thank you,
Christy



Christy L. Grubaugh | Paralegal/Legal Secretary for Mark E. McFarland
Hinkle Law Firm LLC

Kansas City Office
Lenexa City Center – Penn 1
8711 Penrose Lane, Suite 400 | Lenexa, KS 66219-8197
p 913.345.9205 | f 913.345.4832 | cgrubaugh@hinklaw.com

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hinklaw.com

Reply to Kansas City Office
Mark E. McFarland
Fax: (913) 345-4832
mmcfarland@hinklaw.com

September 19, 2022

VIA ELECTRONIC MAIL ONLY TO: MONTY.NIGUS@GMAIL.COM

Monty Nigus, President
Ryan's Run Homes Association, Inc.

Re: Response to Task 2 Action Items

Dear Monty:

Pursuant to your communication dated January 12, 2022 and your Notice-to-Proceed dated May 15, 2022, you requested that I perform the following:

Declaration of Restrictions

1. The Declaration of Restrictions does not have acknowledgments or notarized signatures, which may be an argument as to their validity and enforceability. Also, the document appears to be an attachment (i.e., Exhibit A) to another document, which is not defined.

Action: Perform a review of the actual filing at the Register of Deeds Office (i.e., Johnson County Director of Records and Taxation) to determine if we have the entire document that was filed and provide a legal opinion of the validity and enforceability of the Declaration of Restrictions.

Response: Subject to the factors identified in my initial review for which you have indicated that the Board has assessed minimal risk associated with such factors and has not authorized additional legal services be performed, the Declaration of Restrictions filed with the Register of Deeds n/k/a the Johnson County Director of Records and Taxation in Volume 1345 at Page 975 appear to be valid, subject to the following:

- a. We have not performed a public record search to confirm that Blue Valley West Partnership, identified as the owner of the real estate upon which the Declaration of Restrictions was placed, was the actual owner of all of the real estate when the Declaration of Restrictions were filed on June 8, 1978.

Wichita Office

1617 North Waterfront Parkway, Suite 400 • Wichita, Kansas 67206-6639 • 316.267.2000 • Fax 316.630.8466

Kansas City Office

8711 Penrose Ln., Suite 400 • Lenexa, Kansas 66219-8197 • 913.345.9205 • Fax 913.345.4832

- b. We have not perform any research on whether the individuals who signed the Declaration of Restrictions that have been filed were partners of Blue Valley West Partnership at that time, whether the individuals who signed the Declaration of Restrictions were all of the partners of Blue Valley West Partnership at that time, whether the signatures of the individuals are, in fact, those individuals' respective signatures, whether the partnership existed at that time, and whether the terms and conditions of the Partnership Agreement or similar organizational document of the partnership were complied with in all respects and authorized the partnership to take such action.

Provided the above qualifiers are satisfied, we do not see any issue with the validity of the Declaration of Restrictions.

In regards to enforceability, whether each restriction in the Declaration of Restrictions is enforceable is subject to judicial interpretation and the facts and circumstances of the situation in which the restriction in question is sought to be enforced. Subject to this qualification, however, our review did not reveal any restriction that we believe would be found to be *de facto* unenforceable, that would be in clear violation of the Kansas Uniform Common Interest Owners Bill of Rights, or that has been ruled unenforceable by any reported decision of the Kansas appellate courts.

Action: If the Declaration of Restrictions is confirmed to be valid and enforceable, perform a detailed review of the restrictions to advise if there is enough detail to define and address situations that may arise in Ryan's Run. Also, there does not appear to be a procedure for revising the Declaration of Restrictions. Provide such a legal procedure

Response: It should be noted that no Declaration of Restrictions can anticipate and cover every situation that a homes association may encounter. Based upon on our review of the restrictive covenants contained in the Declaration of Restrictions, we located most of the commonly addressed situations that homes associations encounter and note the absence of most of the troublesome situations that restrictive covenants attempt to address but are oftentimes found to be unenforceable.

In regards to your request to provide a legal procedure for revising the Declaration of Restrictions, short of an amendment signed by each and every owner of each and every lot, there is no legal procedure for revising the Declaration of Restrictions. Declaration of Restrictions only may be placed upon the owner's real estate by the owner or with the owner's consent. Additionally, once restrictive covenants are placed upon the real estate of several owners at the same time, each owner is a beneficiary of the restrictive covenants placed upon the other owners' respective real estate. Therefore, unless the Declaration of Restrictions include a procedure for amendments that authorizes amendments to be made with less than the unanimous written consent of all of the subject owners, all of the subject owners must consent in writing. The required unanimous written consent of all of the subject property owners extends to amending the Declaration of Restrictions to add a procedure for amendments. It is our understanding that there are forty-eight (48) lots in the subdivision but only forty-two (42) different owners. Thus, in the current form, the

Declaration of Restrictions may only be amended by the unanimous consent of all 42 owners as to all 48 lots.

2. A specific reference to the Exhibit A – Declaration of Restrictions document does not appear in the Association’s legal documents, or is it understood that the Exhibit A – Declaration of Restrictions is tied to and automatically follows the real estate as it was eventually transferred to the Ryan’s Run Homes Association? Restrictions imposed on the Lots are mentioned in a couple of places in the legal documents, but a specific reference is not provided to advise the reader of the specific document.

Action: Address the question whether a specific reference to the Exhibit A – Declarations of Restrictions should be included somewhere in the legal documents. If a specific reference should be provided, provide the location within the Association’s legal documents and the appropriate language for the specific reference.

Response: As previously discussed, the Declaration of Restrictions on file with the Director of Records and Taxation and cross-referenced with all of the real estate located in the East One Half of the Northeast Quarter of Section 24, Township 14, Range 24, Johnson County, Kansas, except part in dedicated roads. Accordingly, any purchaser or transferee of real estate located within this description since June 8, 1978 is put on notice that the real estate is subject to the Declaration of Restrictions. Nothing further is necessary.

Ryan’s Run Homes Association Declaration

3. There is no proper definition of “property owner”, a term used in the Declaration of Restrictions for the formation of a homes’ association.

Action: Provide a “property owner” definition in the Declaration of Restrictions, which would tie it to the word “lot”, and/or a “property owner” definition/declaration in the Ryan’s Run Homes Association Declaration Article I(a). Provide the appropriate legal language for incorporating such a definition. The Declaration of Restrictions could be amended by the legal procedure recommended as part of the Task 2 action items for Item 2, above. If the Ryan’s Run Homes Association Declaration is to be amended, then, the amendment document would need lot owner signatures per Article V of the Ryan’s Run Homes Association Declaration, which would be a significant undertaking. Since the Declaration of Restrictions will most likely be revised anyway upon the attorney’s and the Restriction Committee’s forthcoming review of the Declaration of Restrictions, the Board recommends that the Declaration of Restrictions be revised at that time to include a “property owner” definition that would tie it to the definition of “lot” as defined per Ryan’s Run Homes Association Declaration Article I(a), or substitute “property owner” with “lot” owner.

Response: In our opinion, there is no need to attempt to amend the Declaration of Restrictions to provide a definition of “property owner”. Restrictive covenants attach to the real estate not to the owner. As the Declaration of Restrictions provides in Paragraph 2, “[a]ll person and corporations who now own or shall hereafter acquire any interest in

the lots as above defined and hereby restricted, shall be taken to hold and agree and covenant with the owners of said lots, and with their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations..." In addition, as discussed above, amending the Declaration of Restrictions would require unanimous written consent from the owner of each and every lot, which would be a large undertaking and likely would be futile because there inevitably will be at least one (1) lot owner who will not agree.

Similar to the Declaration of Restrictions, the Ryan's Run Homes Association Declaration was filed on March 10, 1992 with the Director of Records and Taxation for Johnson County, Kansas in Volume 3542 at Page 586 and cross-referenced with all of the real estate located in the East One Half of the Northeast Quarter of Section 24, Township 14, Range 24, Johnson County, Kansas, except part in dedicated roads. Accordingly, any purchaser or transferee of real estate located within this description since June 8, 1978 is put on notice that the real estate is subject to the Ryan's Run Homes Association Declaration. There is no need to amend the Ryan's Run Homes Association Declaration to add a definition of "property owner" or substitute "property owner" with "lot" owner because the Ryan's Run Homes Association Declaration uses the term "owner" throughout. The concern I raised in my initial review was the use of the phrase "property owners" in Paragraph 28 of the Declaration of Restrictions regarding creation of a homes association. Since the Ryan's Run Homes Association Declaration has been of public record since 1992, it would be difficult to convince a Johnson County District Court judge that such document was not properly executed and most likely any challenges to that affect would be barred by the doctrine of estoppel.

City of Overland Park, Kansas Code of Ordinances and/or the Johnson County Kansas Code of Regulations

4. The City ordinances and/or the County regulations should not have an impact on the Ryan's Run Declaration of Restrictions. However, their ordinances and regulations may underlie the Declaration of Restrictions document.

Action: Ascertain whether Ryan's Run is subject to the City or County ordinances by reviewing the annexation documents and provide a legal opinion on their applicability to Ryan's Run.

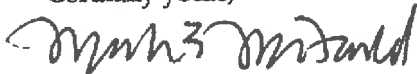
Response: We have confirmed that the Ryan's Run subdivision is part of the City of Overland Park, Kansas and, therefore, is subject to the Uniform Development Ordinance for the City of Overland Park, Kansas and not the development regulations of Johnson County, Kansas. Generally, the development ordinances of a municipality do not address the same factors as the Declaration of Restrictions. However, to the extent that both address the same issue, such property line setbacks, if the Declaration of Restrictions is more restrictive, then they will control but, if the Declaration of Restrictions is less restrictive, then the municipal ordinances will control. Also, just because the municipality issues a building permit, the owner of the lot still must comply with the restrictive covenants in the recorded Declaration of Restrictions. The municipal issued building permit simply means that the owner of the lot as complied with all municipal restrictions.

Monty Nigus, President
September 19, 2022
Page 5 of 5

The municipality does not have authority to and does not decide issues related to Declaration of Restrictions.

After you and the Board have had an opportunity to review our responses to your action items set forth herein, if you and/or the Board have further questions or need clarification on any of our responses, then please do not hesitate to let us know.

Cordially yours,

A handwritten signature in black ink, appearing to read "Mark E. McFarland", written in a cursive style.

Mark E. McFarland

HINKLE

LAW FIRM LLC

hinklaw.com

(Comments by Monty Nigus for Board's legal review
sub-committee dated September 22, 2022.)

Reply to Kansas City Office
Mark E. McFarland
Fax: (913) 345-4832
mmcfarland@hinklaw.com

September 19, 2022

VIA ELECTRONIC MAIL ONLY TO: MONTY.NIGUS@GMAIL.COM

Monty Nigus, President
Ryan's Run Homes Association, Inc.

Re: Response to Task 2 Action Items

Dear Monty:

Pursuant to your communication dated January 12, 2022 and your Notice-to-Proceed dated May 15, 2022, you requested that I perform the following:

Declaration of Restrictions

1. The Declaration of Restrictions does not have acknowledgments or notarized signatures, which may be an argument as to their validity and enforceability. Also, the document appears to be an attachment (i.e., Exhibit A) to another document, which is not defined.

Action: Perform a review of the actual filing at the Register of Deeds Office (i.e., Johnson County Director of Records and Taxation) to determine if we have the entire document that was filed and provide a legal opinion of the validity and enforceability of the Declaration of Restrictions.

Response: Subject to the factors identified in my initial review for which you have indicated that the Board has assessed minimal risk associated with such factors and has not authorized additional legal services be performed, the Declaration of Restrictions filed with the Register of Deeds n/k/a the Johnson County Director of Records and Taxation in Volume 1345 at Page 975 appear to be valid, subject to the following:

- a. We have not performed a public record search to confirm that Blue Valley West Partnership, identified as the owner of the real estate upon which the Declaration of Restrictions was placed, was the actual owner of all of the real estate when the Declaration of Restrictions were filed on June 8, 1978.

(The DOR document, itself, states that BVW Partnership is the developer and owner of said real estate, and that they placed the restrictions on the real estate. Also, how can the document be valid if they weren't the owners?)

Wichita Office

1617 North Waterfront Parkway, Suite 400 • Wichita, Kansas 67206-6639 • 316.267.2000 • Fax 316.630.8466

Kansas City Office

8711 Penrose Ln., Suite 400 • Lenexa, Kansas 66219-8197 • 913.345.9205 • Fax 913.345.4832

- b. We have not perform any research on whether the individuals who signed the Declaration of Restrictions that have been filed were partners of Blue Valley West Partnership at that time, whether the individuals who signed the Declaration of Restrictions were all of the partners of Blue Valley West Partnership at that time, whether the signatures of the individuals are, in fact, those individuals' respective signatures, whether the partnership existed at that time, and whether the terms and conditions of the Partnership Agreement or similar organizational document of the partnership were complied with in all respects and authorized the partnership to take such action.
(This is a CYA statement by the attorney.)

Provided the above qualifiers are satisfied, we do not see any issue with the validity of the Declaration of Restrictions. (Okay. No issue with the validity of the DOR.)

In regards to enforceability, whether each restriction in the Declaration of Restrictions is enforceable is subject to judicial interpretation and the facts and circumstances of the situation in which the restriction in question is sought to be enforced. Subject to this qualification, however, our review did not reveal any restriction that we believe would be found to be *de facto* unenforceable, that would be in clear violation of the Kansas Uniform Common Interest Owners Bill of Rights, or that has been ruled unenforceable by any reported decision of the Kansas appellate courts. (This is another CYA statement by the attorney; however, he found no unenforceable restrictions.)

Action: If the Declaration of Restrictions is confirmed to be valid and enforceable, perform a detailed review of the restrictions to advise if there is enough detail to define and address situations that may arise in Ryan's Run. Also, there does not appear to be a procedure for revising the Declaration of Restrictions. Provide such a legal procedure

Response: It should be noted that no Declaration of Restrictions can anticipate and cover every situation that a homes association may encounter. Based upon on our review of the restrictive covenants contained in the Declaration of Restrictions, we located most of the commonly addressed situations that homes associations encounter and note the absence of most of the troublesome situations that restrictive covenants attempt to address but are oftentimes found to be unenforceable. (Okay. Most common restrictions are included. Other restrictions absent are usually found to be unenforceable)

In regards to your request to provide a legal procedure for revising the Declaration of Restrictions, short of an amendment signed by each and every owner of each and every lot, there is no legal procedure for revising the Declaration of Restrictions. Declaration of Restrictions only may be placed upon the owner's real estate by the owner or with the owner's consent. Additionally, once restrictive covenants are placed upon the real estate of several owners at the same time, each owner is a beneficiary of the restrictive covenants placed upon the other owners' respective real estate. Therefore, unless the Declaration of Restrictions include a procedure for amendments that authorizes amendments to be made with less than the unanimous written consent of all of the subject owners, all of the subject owners must consent in writing. The required unanimous written consent of all of the subject property owners extends to amending the Declaration of Restrictions to add a procedure for amendments. It is our understanding that there are forty-eight (48) lots in the subdivision but only forty-two (42) different owners. Thus, in the current form, the

Declaration of Restrictions may only be amended by the unanimous consent of all 42 owners as to all 48 lots. (Looks like to amend the DOR or to add/delete restrictions all owners would have to sign to get approval.)

2. A specific reference to the Exhibit A – Declaration of Restrictions document does not appear in the Association’s legal documents, or is it understood that the Exhibit A – Declaration of Restrictions is tied to and automatically follows the real estate as it was eventually transferred to the Ryan’s Run Homes Association? Restrictions imposed on the Lots are mentioned in a couple of places in the legal documents, but a specific reference is not provided to advise the reader of the specific document.

Action: Address the question whether a specific reference to the Exhibit A – Declarations of Restrictions should be included somewhere in the legal documents. If a specific reference should be provided, provide the location within the Association’s legal documents and the appropriate language for the specific reference.

Response: As previously discussed, the Declaration of Restrictions on file with the Director of Records and Taxation and cross-referenced with all of the real estate located in the East One Half of the Northeast Quarter of Section 24, Township 14, Range 24, Johnson County, Kansas, except part in dedicated roads. Accordingly, any purchaser or transferee of real estate located within this description since June 8, 1978 is put on notice that the real estate is subject to the Declaration of Restrictions. Nothing further is necessary. (No action is required or necessary to address this action.)

Ryan’s Run Homes Association Declaration

3. There is no proper definition of “property owner”, a term used in the Declaration of Restrictions for the formation of a homes’ association.

Action: Provide a “property owner” definition in the Declaration of Restrictions, which would tie it to the word “lot”, and/or a “property owner” definition/declaration in the Ryan’s Run Homes Association Declaration Article I(a). Provide the appropriate legal language for incorporating such a definition. The Declaration of Restrictions could be amended by the legal procedure recommended as part of the Task 2 action items for Item 2, above. If the Ryan’s Run Homes Association Declaration is to be amended, then, the amendment document would need lot owner signatures per Article V of the Ryan’s Run Homes Association Declaration, which would be a significant undertaking. Since the Declaration of Restrictions will most likely be revised anyway upon the attorney’s and the Restriction Committee’s forthcoming review of the Declaration of Restrictions, the Board recommends that the Declaration of Restrictions be revised at that time to include a “property owner” definition that would tie it to the definition of “lot” as defined per Ryan’s Run Homes Association Declaration Article I(a), or substitute “property owner” with “lot” owner.


Response: In our opinion, there is no need to attempt to amend the Declaration of Restrictions to provide a definition of “property owner”. Restrictive covenants attach to the real estate not to the owner. As the Declaration of Restrictions provides in Paragraph 2, “[a]ll person and corporations who now own or shall hereafter acquire any interest in

Monty Nigus, President
September 19, 2022
Page 5 of 5

The municipality does not have authority to and does not decide issues related to Declaration of Restrictions. (The statement by the attorney above is for the most part true, but I believe the City acknowledges and grandfathered in the pre-1988 County regulation because we were annexed. A call to the City may need to be made to clarify

After you and the Board have had an opportunity to review our responses to your action items set forth herein, if you and/or the Board have further questions or need clarification on any of our responses, then please do not hesitate to let us know.

Cordially yours,



Mark E. McFarland

(Based on the attorney's responses, it appears that no changes to our documents are required at this time. Of course, we still need to address the assessment topic at some point.)

From: McFarland, Mark E.
Sent: Tuesday, October 4, 2022 9:59 AM
To: Monty Nigus
Cc: Myra Schraeder; sqgrier89@gmail.com
Subject: RE: Ryan's Run Homes Assoc.

Monty:

Per your e-mail below, I have reviewed your follow-up questions. Below are my responses:

1. With regard to your response for revising the Declaration of Restrictions provided at the bottom of page 2 of 5 of your document, you have indicated that amending the document would require unanimous written consent by all owners. Can you please explain the intent of Item No. 29 of the Declaration of Restrictions? Does it imply that every 5 years restrictions may be released or deleted from the Declaration of Restrictions based on 75% of the owners executing and acknowledging an appropriate agreement? What does "...fee simple title to more than seventy-five percent (75%) of the front feet of all of the lots....." mean? Does Item No. 29 affect your response?

Response: Section 29 is a standard provision in most Declaration of Restrictions. Section 29 provides intervals where one or more of the restrictions set forth in the Declaration of Restrictions can be eliminated or removed. Section 29 does not authorize amending or changing a specific restriction set forth in the Declaration of Restrictions. For example, if a specific restriction set forth in the Declaration of Restrictions prohibited any and all fences, Section 29 would allow that restriction to be eliminated or removed at one or more of the intervals identified. However, Section 29 would not allow for the restriction prohibiting any and all fences to be amended or changed to prohibit only chain-linked fences. Section 29 does not change my opinion on amending the Declaration of Restrictions. In response to your question about the meaning of "...fee simple title to more than seventy-five percent (75%) of the front fee of all of the lots...", I will break that down into segments. First, fee simple title simply refers to "ownership" of title to the property. "Fee simple" sometimes is referred to as the ability to sell the property. A tenant does not have "fee simple title" but, rather, only a temporal possessory interest. Likewise, a person may have a "life estate" in the property. A "life estate" is not "fee simple title". A "life estate" means the person only has possessory interest for their life. If the property is mortgaged, then the mortgage company has a lien upon the property but the mortgage company does not have "fee simple title". Second, "seventy-five percent (75%) of the front feet of all lots" is different than "seventy-five percent (75%) of the lot owners". Under the later, all lot owners have equal voting power. Under the former, not all lot owners necessarily have the same linear feet adjacent to the street on the front side of their residence and, therefore, a lot owner who has double the linear front feet has double the voting power. What would have to happen to exercise the authority under Section 29 is that someone would have to measure or obtain the measurements of the front of each lot, add them altogether, then calculate what constitutes 75% of the total linear feet. Then, to meet the threshold in Section 29, it would take the lot owners that constitute at least that 75% to all agree to eliminate or remove one or more restrictions. Depending upon the total linear feet and how that is apportioned between all lot owners, it may take less than 75% of the lot owners

to meet that threshold (if some lot owners have significantly more frontage feet) or potentially it could take more than 75% of the lot owners to meet that threshold (if lot owners seeking to eliminate or remove a restriction have significantly less than equal frontage feet).

2. As we noted previously, our subdivision was annexed by the City of Overland Park. City Ordinance 18.100.230 (See link below for this ordinance) pertains to the usage of the County's Zoning and Subdivision regulations enforce prior to the annexation (See other link below for the County's regulations enforce prior to the annexation). Does this information change your response to No. 4 of your responses at the bottom of page 4 of 5? It would appear that for zoning and subdivision regulation matters that the pre-annexation County zoning and subdivision regulations are enforced by the City.

Response: This information does not change my opinion. This is essentially a "grandfather" clause and simply allows the County's zoning designation and allowable uses within the zoning designation in effect as of the date of annexation to continue. However, any requests to change the existing zoning designation or request a "new" conditional use permit must follow the Overland Park Unified Development Ordinance. For example, as Ordinance 18.100.230 specifically states, "[n]o property may be rezoned to a Johnson County, Kansas zoning district or be granted a conditional use permit pursuant to the Johnson County, Kansas Zoning & Subdivision Regulations after the effective date of this ordinance", which was May 8, 2002. On the other hand, if there is claimed to be a violation of the existing (grandfathered) Johnson County, Kansas zoning designation or a conditional use permit, then the City of Overland Park will use the Johnson County, Kansas Zoning & Subdivision Regulations to determine if there is such a violation until a property has been rezoned or a conditional use permit has been granted in accordance with the Overland Park Unified Development Ordinance. As an example, you may have seen instances where property has been annexed into a city and such property has an existing zoning designation that allows farm animals. The annexation of that property does not affect the existing zoning designation that allows farm animals. However, if the existing zoning designation allows exotic animals pursuant only to a rezoning or conditional use permit and the owner of the property did not already have such zoning designation or a conditional use permit, after the annexation, the owner of the property would not be able to obtain a zoning designation or a conditional use permit to allow exotic animals under the existing (grandfathered) regulations because the annexation ordinance specifically states that no rezoning or conditional use permits can be issued under the former (grandfathered) zoning and subdivision rules. The owner of the property would have to obtain a conditional use permit under the new jurisdiction and if the new jurisdiction does not allow such a conditional use permit, then the owner of the property would be unable to obtain the same.

I hope the above answers your questions. If not, or if you need further clarification, then please let me know. Otherwise, have a great day!



Mark E. McFarland | Attorney at Law
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From: Monty Nigus [<mailto:montynigus@gmail.com>]
Sent: Thursday, September 29, 2022 7:56 AM
To: McFarland, Mark E. <mmcfarland@hinklaw.com>
Cc: Grubaugh, Christy L. <cgrubaugh@hinklaw.com>; Myra Schraeder <myra.schraeder@gmail.com>; sggrier89@gmail.com
Subject: RE: Ryan's Run Homes Assoc.

Mark,

We have completed our initial review of your responses to Task 2 action items, as provided in your document per Christy's 9/20/22 email below. We will be presenting your responses to the Board of Directors at the next Board Meeting for their review, comment, and approval. In general, it appears that no changes or amendments to our documents are required at this time. However, we do have a couple of follow-up questions that we wish to get your input as follows:

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<http://online.encodeplus.com/regs/overlandpark-ks/doclibrary.aspx?id=181199a7-fd8a-4a8a-bc2f-bbd0cf5b6982>

Thanks,
Monty Nigus, President
Ryan's Run Homes Association
816-835-8794

Sent from Mail for Windows

From: Monty Nigus
Sent: Tuesday, September 20, 2022 11:21 AM
To: Grubaugh, Christy L.; MONTY.NIGUS@GMAIL.COM
Cc: McFarland, Mark E.
Subject: RE: Ryan's Run Homes Assoc.

Thank you. We will review and get back to you with any comments or further questions.

Monty Nigus

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From: Grubaugh, Christy L.
Sent: Tuesday, September 20, 2022 11:14 AM
To: MONTY.NIGUS@GMAIL.COM
Cc: McFarland, Mark E.
Subject: Ryan's Run Homes Assoc.

Mr. Nigus:

Attached please find the correct letter regarding Response to Task 2 Items from Mark. My apologies for attaching the incorrect letter yesterday!

Thank you,
Christy



Christy L. Grubaugh | Paralegal/Legal Secretary for Mark E. McFarland
Hinkle Law Firm LLC

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Thanks,
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Mr. Nigus:

Attached please find the correct letter regarding Response to Task 2 Items from Mark. My apologies for attaching the incorrect letter yesterday!

Thank you,
Christy



Christy L. Grubaugh | Paralegal/Legal Secretary for Mark E. McFarland
Hinkle Law Firm LLC

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