

Ryan's Run Homes Association
2023 Annual Membership Meeting
Meeting Minutes
February 8, 2023

The 2023 Ryan's Run Homes Association's Annual Membership Meeting was held on February 8, 2023. Because Covid-19 concerns are essentially over, the meeting was implemented as an in-person meeting and held in Monty Nigus' garage. For those who could not attend in-person, Zoom meeting online capability was made available. A slide presentation was conducted to facilitate the meeting agenda and objectives and is available on the Association's website for membership information. The Zoom meeting was recorded, which provides the fine details of the meeting. The audio recording is also on the Association's website for membership review. These minutes are also posted to the website.

Welcome

Monty Nigus welcomed the attendees to the meeting. Thirteen (13) of the forty-two (42) Ryan's Run homeowners were present in-person, while three (3) homeowners were present online, giving a total of sixteen (16) homeowners. This level of attendance satisfied quorum requirements. He also introduced the current Board Members. Five (5) of the (7) Board Members were present. Monty extended a special welcome to our newest neighbors, Nicolas and Tabitha Severin, and Keith and Johanna Wilkinson, who recently moved into the neighborhood.

Reports of Association Affairs During the Year

General:

Monty Nigus provided a summary of major activities performed by the Association this year. These included:

- Held 2022 Annual Membership Meeting.
- Continued to monitor Wilshire Hills Development activities.
 - Street/House construction underway.
 - Early road construction to 170th Street due to 167th Street Improvements detour.
 - Coordinated traffic calming device with the City.
- Obtained an email address for Ryan's Run (email@ryansrunhoa.org).
- Levied/Collected one-time assessment of \$150/homeowner for General Operating Fund.
- Completed review/update of association by-laws, restrictions, and other association documents.
 - Board determined no updates/changes required in documents.
 - Summary memo of legal review details/results provided on website.
 - Budgeted cost - \$4,500; actual cost - \$3,659.92.
- Held our first Annual Neighborhood Garage Sale.

- Held Annual Summer Social and Christmas Gathering.
- Prepared bi-annual newsletters.
- Monitored Storm Sewer Improvements Project and 167th Street, Antioch Road, 69 Express Projects.

The membership was familiar with these major activities. There were still minor discussions on some of the items. It was noted that informational meetings are being planned by the City and KDOT for the Storm Sewer Improvements and 69 Express Projects, respectively. A “Meet the Contractor Public Meeting” will be held on February 21st from 5:30-6:30 pm at the Police Station at 8500 Antioch Road for the Storm Sewer Improvements Project. A “Project Update Meeting” will be held on February 28th from 5:00-7:00 pm at the Hilltop Conference Center at 7710 W. 143rd Street for the 69 Express Project.

Although these were some of the major activities of the Board and Association, Monty Nigus noted that attached to each of the Board Meeting Minutes is an activity log of the day-to-day activities of the Board. The membership is welcomed to view the log to learn more about the Board’s activities. The Board Meeting Minutes are located on the Association’s website at <https://ryansrunhoa.org/>.

Treasury Report

Myra Schraeder, our Treasurer, provided a summary of the year’s (2022) income and expenses. The year’s beginning balance was \$345.25. Receipts in the amount of \$6,151.28 were received from the special assessment, while expenses of \$3,922.27 were incurred, leaving an end of year balance of \$2,574.26. It was noted that separate donations of \$240.00 were collected at the Christmas Gathering, which all went directly to the non-profit organization, Stilwell Baptist Church Food Pantry. Thanks everyone for your contribution.

Restrictions Committee Report

Steve Grier, Committee Chair, advised that there were no major violations or variances to report for the year. The Committee did answer a few minor questions about the restrictions that came up throughout the year. It was also noted that no revisions or updates to the Association’s restrictions resulted from the attorney’s review of our legal documents. The Committee will continue to monitor/review the applicability of the Association’s restrictions as we move forward in 2023.

Architectural Committee Report

Brian Kramer, Committee Chair, could not attend the meeting. Josh Woolard, a member of the Architectural Committee, advised that no major reviews were required during 2022. He noted that in 2021 there had been several reviews which were all approved. Josh reminded the membership to reach out to the Architectural Committee for input and approval, if they have planned projects coming up.

Public Relations Committee Report

Mike O’Neal, Committee Chair, also could not attend the meeting. It was noted that the Public Relations Committee had completed all of its various tasks for the year. These included two newsletters, the first Annual Neighborhood Garage Sale, Annual Summer Social, and the Christmas Gathering. It was highlighted that, at the Christmas Gathering, \$240 were donated for the Stilwell Baptist Church Food Pantry, a local charity. We thank everyone who contributed.

Assessments

History

Monty Nigus provided a simple historical account of the Association’s attempt to establish a procedure for levying and collecting assessments. In 2004, an amendment to the Association’s Declaration to incorporate a process to levy and collect assessments for the operating fund was not approved by the membership. In the past, only one-time/special (voluntary) assessments have been implemented. In 2022, a one-time/special (voluntary) assessment of \$150/homeowner was processed to cover legal review expenses of the Association documents and to replenish the Association’s general operating fund. Forty-one (41) of the forty-two (42) homeowners voluntarily participated in this one-time/special assessment. It was also noted that the Association has a non-profit status (501c3 Restrictions), which results in a maximum \$5,000 carry-over limit from year to year. Thus, the Association is somewhat limited in the assessment amount that can be requested.

Estimated Association Costs

Monty Nigus explained that to establish the potential funding needs for the Association in 2023, the Board prepared estimated reoccurring and one-time/near-term costs for the membership’s consideration as follows:

- Annual Reoccurring Costs:
 - Kansas Not for Profit Filing Fee: \$40.00
 - Website Fee: \$150.00
 - Summer Social (2022 - \$237.18): \$400.00
 - Christmas Gathering (2022 - \$150.80): \$400.00
 - Neighborhood Garage Sale (2022 - \$470.64): \$300.00
 - Legal Assistance: \$500.00
 - Miscellaneous: \$300.00
 - Estimated Total Annual Reoccurring Costs: \$2,090.00
- One-Time Near-Term Costs:
 - None Anticipated for 2023: -----

Recommendation for Providing General Operating Funds

Based on the Association's need for continual funding of its operating fund, the above estimated costs for 2023, and potential future re-occurring and other special assessments, the Board made the following recommendation for membership consideration and approval.

Execute Amendment to the Ryan's Run Homes Association Declaration to Levy/Collect an Annual Assessment of \$50.00/Homeowner by August 1 of Each Year. Collection would be via electronic payment, such as PayPal, or personal check mailed/hand-delivered to our treasurer. This would raise \$2,100.00 annually, approximately equal to our estimated annual re-occurring costs. The amendment also includes the authority to levy from time-to-time special assessments, as the need may arise over and above the annual assessment amount, along with procedures for non-payment of a delinquent assessment by an owner of a Lot.

Monty Nigus noted that this amendment was drafted from the version produced by our attorney at that time in 2004, Lyle Pishny. The Association had paid Lyle for the preparation of this document. A copy of the proposed amendment had been provided to the membership beforehand with the notification of the Annual Membership Meeting. Thus, the membership had a chance to review the document ahead of time. Monty also advised that the preparation of this amendment fulfills an action item from last year's Annual Membership Meeting.

Membership Discussion/Input

Since the Board presented the above recommendation to the membership for a vote, no motion or seconded of the motion were required. The recommended amendment was then discussed by the membership at the meeting.

The discussions focused on the major topics of the amendment including the method to provide general funds, liens on property due to non-payment of assessments, and special assessments. In general, the membership pointed out that \$50/year was a fairly nominal amount to pay for funding the Association's general operating fund, and that the amendment provided a means that everyone would pay their fair share to support the Association. In the past, some members did not contribute towards voluntary assessments; thus, costs were not equally shared within the Association membership.

During the discussions, Ed Mitchell noted that he believed that with regard to special assessments in the amendment (Article IV) that a majority of the members present at a meeting could approve a special assessment was potentially an extremely low threshold of members approving something that could be a very large dollar amount. As an extreme case, this could mean that at a meeting that meets a quorum (i.e., 11 members), that six members with an affirmative vote could approve a significantly high-dollar special assessment. Most likely, a special assessment could be in the thousands of dollars, such as approving monies for neighborhood entrance monuments/signs. Ed suggested that the last four words of the second

paragraph under Article IV – SPECIAL ASSIGNMENTS be stricken, which would change the meaning of the article such that it would take a majority of the members to approve a special assessment. This matter was discussed further by the meeting attendees. After discussion, Tom Schraeder made a motion that the last four words of the second paragraph in Article IV be stricken. Steve Grier seconded the motion. A vote commenced unanimously approving the motion (i.e., 15-0, 1 abstention).

The discussion then focused on voting for the amendment recommended by the Board, which would include striking the last four words of the second paragraph of Article IV as approved by the preceding vote. Monty Nigus advised that this vote would approve to proceed with executing the amendment. The full execution of the amendment would still require a majority of the homeowners to sign. A vote commenced approving to proceed with executing the amendment (i.e., 14-1, 1 abstention). Monty advised he would send out logistics (i.e., a time and place) for obtaining membership signatures on the amendment. Attached for record purposes is the final approved amendment, which will move forward for signature.

During the assessment discussion, a question arose as to whether or not the Association had any insurance, and if not, should the Association obtain. Monty Nigus advised that the Association did not have any insurance and that he would bring this matter up to the Board at the next Board Meeting.

Election of Directors

The last order of business for the Annual Membership Meeting pertained to the election of Directors. Monty Nigus noted that a full slate of Directors had been elected at the Annual Membership Meeting in January 2021 and that, per our by-laws, Directors shall serve a term of two years, but the terms should be staggered. We have now completed the two-year terms since the last election. Therefore, to stagger the election of Board members, four current Directors will be stepping down from the Board and the remaining Directors will serve another year completing their term of service (i.e., Three-year term). Going forward all Directors will serve 2-year terms, but staggered.

Directors staying on for a third year include the following:

Monty Nigus
Steve Grier
Mike O'Neal

Proposed slate of new Directors include the following:

Ryan Craig
Terri Gabler
Josh Woolard
Michelle Sapporito

Since the slate of new Directors for approval is a Board proposal, no motion was required. There were no discussions about the proposed Directors; thus, the approval of the new Directors went directly to a vote by the membership. The slate of new Directors was unanimously approved (i.e., 15-0).

We thank the out-going Directors for their service and welcome the new Directors.

Other Business

Entrance Signs/Monuments

Monty Nigus advised that it had been brought to the Board's attention that perhaps the Association should start looking at new entrance signs/monument, since the new road construction (easements and rights-of-way) will remove our current ones. Three of our original signs/monuments have been removed over the years due to their dilapidated state, while one of the two remaining is also in disrepair. The idea of planning for new entrance signs/monuments was opened to the membership for discussion and input.

The discussion held was very informative and covered many aspects of planning, procuring, and installing new entrance signs/monuments. It was obvious that there are numerous things to consider and that planning for them should probably start sooner than later. From this input, the Board will move forward with planning, which will most likely include establishing a committee to start looking into this matter.

Annual Membership Meeting Logistics

The matter of Annual Membership Meeting logistics was briefly discussed. It was noted that attendance for past annual meetings has been somewhat low, and it would be good to get more involvement. The members in attendance of this meeting strongly felt that having face-to-face meeting were extremely beneficial. It was also suggested that zoom meeting capability still be employed for those who cannot attend in person for one reason or another. The Board will take these comments into consideration when planning the next Annual Membership Meeting.

General Comments, Suggestions, Etc.

None were noted.

Meeting Adjourned

This meeting will be posted to the Association's website for the membership's information.

**FIRST AMENDMENT TO RYAN’S RUN HOMES ASSOCIATION DECLARATION
(FORMERLY BLUE VALLEY WEST)**

This Amendment is made this _____ day of _____, 2023 by the Owners of Lots within Ryan’s Run (originally platted by certificate of survey as Blue Valley West), a subdivision in Johnson County, Kansas:

WITNESSETH:

WHEREAS, Ryan’s Run Homes Association Declaration was executed November 24, 1991, and recorded in Book 3542, Page 586 or the Johnson County Register of Deeds; and,

WHEREAS, the Homes Association Declaration related to the subdivision of Ryan’s Run (originally Blue Valley West) comprised of the following described real estate, to wit:

The East one half (E1/2) of the Northeast quarter (NE ¼) of Section 24, Township 14, Range 24, Johnson County, Kansas, also known as Lots 1-48 of Ryan’s Run (formerly Blue Valley West) a subdivision in Johnson County, Kansas, except part in dedicated roads; and,

WHEREAS, the Homes Association Declaration permitted an amendment of the Declaration by a duly acknowledged and recorded agreement signed by the Owners of a majority of the lots within the district; and,

WHEREAS, the Owners, constituting a majority of Owners of Lots within the District, have agreed to amend the Declaration as follows,

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 property to the covenants, charges and easements hereinafter set forth.

ARTICLE 1

The following paragraphs are added to Article III of the Declaration:

- (g) To levy and collect the assessments which are provided for in this Declaration.
- (h) To erect, install, maintain, repair, insure and replace monument signs marking the subdivision and related improvements such as landscaping and lighting, whether or not located in areas designated as Common Area on the certificate of survey.
- (i) To accept and maintain easements for signage or other common area usage.

ARTICLE II

METHOD OF PROVIDING GENERAL FUNDS

For the purpose of providing a general fund to enable the Homes Association to exercise the powers, maintain the improvements and render the services provided for, all Lots in the District shall be subject to an annual assessment to be paid to the Homes Association by the respective Owners thereof. The amount of such annual assessment shall be fixed periodically by the Board of Directors of the Homes Association and, until further action of the Homes Association, shall be \$50.00 per year.

The rate of annual assessment upon each Lot in the District may be increased or decreased (i) by the Board of Directors of the Homes Association from time to time to an amount not to exceed 110% of the rate of annual assessment in effect on the preceding January 1st or (ii) at a meeting of the members, either the annual meeting or a meeting specially called for that purpose, and if a majority of the members present at such meeting authorize such increase or decrease by an affirmative vote therefor.

In the event the annual assessment generates cash on hand in excess of \$5,000, which has not been reserved for some specific project approved by the Board or Homes Association (any such excess is referred to as "Surplus Funds", the Board shall reduce or abate the annual assessment for such period of time as may be necessary to avoid the future accumulation of Surplus Funds.

The annual assessments provided for herein shall be due and payable on August 1st of each year. If the effective date of any increase in the rate of assessment is other than August 1st, the prorated portion of the amount of such increase for the remainder of such year shall be due and payable on such effective date.

ARTICLE III

LIEN ON REAL ESTATE

Assessments shall become a lien on the Lot against which it is levied as soon as it is due and payable. In the event of the failure of any Owner to pay any assessment within 15 days of the due date thereof, then such assessment shall bear interest at the rate of 10% per annum from the due date until paid. Should it become necessary to engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall be added to the amount of the assessment being collected and the lien on the Lot.

All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage now existing or which may hereafter be placed upon such Lot.

Nonpayment of any assessment provided for herein within 60 days from the due date thereof shall cause such assessment to become delinquent. Payment of both principal and interest of a delinquent assessment may be enforced as a mortgage lien on such Lot through proceedings in any court in Johnson County, Kansas having jurisdiction of suits for the enforcement of such liens. The Homes Association may file certificates of nonpayment of assessments in the office of the Register of Deeds of Johnson County, Kansas whenever any assessment is delinquent. For each certificate so filed, the Homes Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$50.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under the execution of the judgment establishing the same.

ARTICLE IV

SPECIAL ASSESSMENTS

In addition to the annual assessments provided for herein, the Board of Directors of the Homes Association shall have the authority to levy from time to time a special assessment against any Lot and its Owner to the extent the Homes Association expends any money (for services or materials) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation, or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair any Lot or improvement thereon).

In addition to the annual assessment provided for herein, the Board of Directors of the Homes Association, with the approval of the members of the Homes Association as hereafter set forth, shall have the authority to levy from time to time special assessments against each and every Lot in an equal amount that is sufficient, when aggregated, to enable the Homes Association to perform its duties that require any expenditure during any period in an amount in excess of any reserve created therefor and the general funds of the Homes Association available therefor. The Board shall designate the amount and duration of the special assessment. Any special assessment proposed by the Board pursuant to this paragraph shall require approval at a meeting of the members, either at the annual meeting or a meeting specially called for that purpose, by an affirmative vote of a majority of the members.

Such special assessment shall be due and payable, and become a lien on such Lot, upon notice to such Owner of the assessment. Interest at the rate of 10% per annum shall accrue from

the date until paid and shall also be part of the lien against such Lot. Such lien shall be enforced and terminated in accordance with the provisions of Article III above.

ARTICLE V

LIMITATION ON EXPENDITURES

The Homes Association shall at no time expend more money within any one year than the total amount of the assessments and other receipts for that particular year, plus any surplus which it may have on hand from prior years, plus any reserves it may have created and maintained for a given purpose, plus the amount of any special assessments levied for a given purpose; nor shall the Homes Association have the power to enter into any contract which binds the Homes Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance or similar services or matters to be performed for or received by the Homes Association or its members in subsequent years.

ARTICLE VI

NOTICES

The Homes Association shall designate from time to time the place where payment of assessments shall be made and other business in connection with the Homes Association may be transacted.

All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with Homes Association for such purpose.

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

TRACT # (Lot)	NAME	STREET ADDRESS
38	_____	16730 Antioch Road
	Printed: _____	
37	_____	16760 Antioch Road
	Printed: _____	
36	_____	16790 Antioch Road
	Printed: _____	

35	_____	16810 Antioch Road
	Printed:	
34	_____	16830 Antioch Road
	Printed:	
32,33	_____	16910 Antioch Road
	Printed:	
4	_____	16720 Grandview Street
	Printed:	
39	_____	16735 Grandview Street
	Printed:	
5	_____	16740 Grandview Street
	Printed:	
40	_____	16755 Grandview Street
	Printed:	
41	_____	16775 Grandview Street
	Printed:	
42	_____	16795 Grandview Street
	Printed:	
43	_____	16845 Grandview Street
	Printed:	
13	_____	16850 Grandview Street
	Printed:	
44	_____	16865 Grandview Street
	Printed:	
14	_____	16890 Grandview Street
	Printed:	
27A,28A	_____	16905 Grandview Street
30,31, Printed:		
45,46		

18	Printed: _____	16930 Grandview Street
47	Printed: _____	16945 Grandview Street
19	Printed: _____	16970 Grandview Street
3	Printed: _____	8945 West 167 th Street
2	Printed: _____	9005 West 167 th Street
1	Printed: _____	9065 West 167 th Street
6	Printed: _____	8930 West 168 th Street
12	Printed: _____	8945 West 168 th Street
7	Printed: _____	8980 West 168 th Street
11	Printed: _____	9005 West 168 th Street
8	Printed: _____	9010 West 168 th Street
10	Printed: _____	9025 West 168 th Street
9	Printed: _____	9030 West 168 th Street
15	Printed: _____	9000 West 169 th Street

17	_____	9015 West 169 th Street
	Printed:	
16	_____	9020 West 169 th Street
	Printed:	
29	_____	8730 West 170 th Street
	Printed:	
25,26	_____	8745 West 170 th Street
	Printed:	
28	_____	8810 West 170 th Street
	Printed:	
24	_____	8835 West 170 th Street
	Printed:	
27	_____	8870 West 170 th Street
	Printed:	
23	_____	8905 West 170 th Street
	Printed:	
48	_____	8970 West 170 th Street
	Printed:	
20	_____	9060 West 170 th Street
	Printed:	
21,22	_____	9065 West 170 th Street
	Printed:	

IN WITNESS WHEREOF, the undersigned President of Ryan's Run Homes Association, a Kansas not-for-profit corporation, hereby certifies that he witnessed the above homeowner signatures and that, in accordance with Article V of the Ryan's Run Homes Association Declaration dated November 24, 1991, with a majority of the owners of the lots within the District having signed hereby fully executes the foregoing Amendment to the Declaration.

Dated: _____

Printed: _____
LaMont A. Nigus
President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public within and for said County and State, personally appeared LaMont A. Nigus, to me known to be the President of the Ryan’s Run Homes Association and who witnessed execution of the foregoing instrument by owners of lots in the District.

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

Notary Public in and for said County and State

My Commission Expires:
