

COVER SHEET

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TITLE OF DOCUMENT:

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

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

This Amendment is made this 13th day of FEBRUARY, 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 1/4) 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, c/s

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	<i>Thomas R. Schroeder Myra G. Schroeder</i> Printed: Thomas R. Schroeder Myra G. Schroeder	16730 Antioch Road
37	<i>Maureen Newton</i> Printed: Maureen Newton	16760 Antioch Road
36	<i>Michael W. Richard</i> Printed: Michael W. Richard <i>Sharon G. Richard</i> Sharon G. Richard	16790 Antioch Road

35 Sonny Holmes Arlene Holmes 16810 Antioch Road
Printed: Sonny Holmes ARLENE HOLMES

34 Terri Gabler Fritz Gabler 16830 Antioch Road
Printed: Terri Gabler FRITZ GABLER

32,33 _____ 16910 Antioch Road ✓
Printed: _____

4 Goran Hovjak 16720 Grandview Street
Printed: GORAN HOVJAK

39 John Baker Roxanne Baker 16735 Grandview Street
Printed: _____

5 Steve Grier Deborah Grier 16740 Grandview Street
Printed: STEVE GRIER Deborah Grier ^{4/10/27}

40 Irene Page 16755 Grandview Street ✓
Printed: IRENE PAGE ¹⁶⁸⁴⁵

41 Lynn Diedrich Peter H. Diedrich 16775 Grandview Street
Printed: LYNN DIEDRICH PETER DIEDRICH

42 Lamont A. Nigus Sharon L. Nigus 16795 Grandview Street
Printed: LAMONT A. NIGUS SHARON L. NIGUS ¹⁶⁷⁵⁵ ^{4/10/27}

43 _____ 16845 Grandview Street
Printed: _____

13 Stephen L. Wright 16850 Grandview Street
Printed: Stephen L. Wright Anna D. Wright

44 _____ 16865 Grandview Street ✓
Printed: _____

14 Kim T. Hoffman Catherine M. Hoffman 16890 Grandview Street
Printed: KIM T. HOFFMAN Catherine M. Hoffman

27A,28A Janet R. O'Neal 16905 Grandview Street
30,31, Printed: Janet R. O'Neal
45,46

18	<u>Christi Kirwin</u> <u>Mark Kirwin</u>	16930 Grandview Street
	Printed: <u>CHRISTI KIRWIN</u> <u>MARK KIRWIN</u>	
47	<u>Matthew Ottosen</u> <u>Natalie Ottosen</u>	16945 Grandview Street
	Printed: <u>Matthew Ottosen</u> <u>Natalie Ottosen</u>	
19	<u>Glen M. Harnden</u> <u>Johanna C. Harnden</u>	16970 Grandview Street
	Printed: <u>GLEN M. HARNDEN</u> <u>JOHANNA C. HARNDEN</u>	
3		8945 West 167 th Street
	Printed:	
2	<u>Sandra Mayfield</u>	9005 West 167 th Street
	Printed: <u>Sandra Mayfield</u>	
1	<u>Ryan Craig</u> <u>Lanah Craig</u>	9065 West 167 th Street
	Printed: <u>Ryan Craig</u> <u>Lanah Craig</u>	
6	<u>Charlene Foutts</u> <u>Buddy Foutts</u>	8930 West 168 th Street
	Printed: <u>Charlene Foutts</u> <u>Buddy Foutts</u>	
12	<u>Nelson Randall</u>	8945 West 168 th Street
	Printed: <u>Nelson Randall</u>	
7	<u>Kim Wirt</u> <u>Jim Wirt</u>	8980 West 168 th Street
	Printed: <u>Kim Wirt</u> <u>Jim Wirt</u>	
11	<u>Jesse & Suzanne Sherwood</u>	9025 West 168 th Street
	Printed: <u>Jesse & Suzanne Sherwood</u>	
8	<u>Sandra Mitchell</u> <u>Edward Mitchell III</u>	9010 West 168 th Street
	Printed: <u>Sandra Mitchell</u> <u>Edward Mitchell III</u>	
10	<u>Jeff Gallery</u> <u>Tracy Gallery</u>	9005 West 168 th Street
	Printed: <u>Jeff Gallery</u> <u>Tracy Gallery</u>	
9	<u>Phung T Richardson</u>	9030 West 168 th Street
	Printed: <u>Phung T Richardson</u>	
15		9000 West 169 th Street
	Printed:	

MAN
4/2/23

MAN
4/2/23

17 Printed: Brian Keamer Darce Kramer 9015 West 169th Street

16 Printed: Joseph P. Hilboldt KAREN L. HILBOLDT 9020 West 169th Street

29 Printed: George & Sarah McMillen 8730 West 170th Street

25,26 Printed: TOM CASON Barbrian CASON 8745 West 170th Street

28 Printed: Joan Hill 8810 West 170th Street

24 Printed: TIA WILLOWS 8835 West 170th Street

27 Printed: KEITH & JOHANNA WILKINSON 8870 West 170th Street

23 Printed: Kenneth J Vrana Min Vrana 8905 West 170th Street

48 Printed: Michelle and Jimmy Saparito 8970 West 170th Street

20 Printed: RON MILLARD 9060 West 170th Street

21,22 Printed: TIM KRAUSE wendyc.c.Krause 9065 West 170th Street

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: 4/27/23

Printed: LaMont A. Nigus
President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 27 day of April, 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.

Linda D Cox Johnson, KS
Notary Public in and for said County and State

My Commission Expires:

8-17-23

