

## COVER SHEET

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TITLE OF DOCUMENT: Fourth Amendment to Declaration for  
Homes Association and Assessments

DATE OF DOCUMENT: November 23<sup>rd</sup> 2022

GRANTOR (S):

GRANTEE (S):

LEGAL DESCRIPTION:

AFTER RECORDING, RETURN TO:

**FOURTH AMENDMENT TO  
DECLARATION FOR HOMES ASSOCIATION AND ASSESSMENTS**

WHEREAS, by a REGHAN PLACE DECLARATION FOR HOMES ASSOCIATION AND ASSESSMENTS dated April 29, 2004, and recorded in the office of the Register of Deeds of Johnson County, Kansas on May 7, 2004, in Book 200405, at page 003971 (“Original Declaration”), and REGHAN PLACE AMENDMENT TO DECLARATION FOR HOMES ASSOCIATION AND ASSESSMENTS, dated February 7, 2006, and recorded in the office of the Register of Deeds of Johnson County, Kansas on February 9, 2006, in Book 200602, at page 002891 (First Amendment”), and REGHAN PLACE SECOND AMENDMENT TO DECLARATION FOR HOMES ASSOCIATION AND ASSESSMENTS, dated September 30, 2014, and recorded in the office of the Register Deeds of Johnson County, Kansas on December 22, 2014, in Book 201412, at page 006238 (“Second Amendment”), and REGHAN PLACE THIRD AMENDMENT TO DECLARATION FOR HOMES ASSOCIATION AND ASSESSMENTS, dated March 13, 2015, and recorded in the office of the Register Deeds of Johnson County, Kansas on May 19, 2015, in Book 201505, at page 006433 (“Third Amendment”), REGHAN PLACE HOMES ASSOCIATION, L.L.C., a Kansas Limited Liability Company, imposed certain covenants for common benefit, and certain burdens and charges upon land which is particularly and specifically described in said Original Declaration and First Amendment and Second Amendment and Third amendment; and

WHEREAS, the undersigned Association through its Board of Directors is the declarant for Reghan Place Homes Association, L.L.C., the Original Declaration, First Amendment, Second Amendment, and Third Amendment; and

WHEREAS, the undersigned desires to amend the Original Declaration, First Amendment, Second Amendment, and Third Amendment by this instrument (“Fourth Amendment”); and

WHEREAS, with this Fourth Amendment the undersigned now desires to amend the Original Declaration, First Amendment, Second Amendment, and Third Amendment and all other provisions, covenants, restrictions, benefits and burdens to include, and hereafter apply to all parts of the below described property.

NOW, THEREFORE, in consideration of the premises and by virtue of their right to do so provided by Section 13 of the Original Declaration dated April 29, 2004, the undersigned do hereby declare that all parts of the hereinafter described property and land as shown on the recorded plat thereof on file and of record in the office of the Register of Deeds, shall be and the same are hereby made subject to the following amended terms, provisions, covenants, restrictions, benefits and burdens, for the same period or extended period of time which any terms, provisions, covenants, restrictions, benefits and burdens contained in the Original Declaration may remain in force with respect to the property described herein, to wit:

This Fourth Amendment is made this 23<sup>rd</sup> day of November, 2022, by REGHAN PLACE HOMES ASSOCIATION, L.L.C, (hereinafter referred to as the "Association") a limited liability company organized under the laws of the state of Kansas.

**Article I**  
STATEMENT OF INTENT

The Association owns the following described real estate (hereinafter referred to as the "District"), to wit:

**All that part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 12, Range 24, in the City of Shawnee, Johnson County, Kansas, described as follows: Beginning at a point on the West line of said Northwest Quarter of the Northwest Quarter of Section 16, Township 12, Range 24, also being the centerline of Lackman Road, said point being 320.00 feet North of the Southwest corner of said Northwest Quarter of the Northwest Quarter and being the Northwest corner of MILL VALLEY SECOND PLAT, a subdivision in the City of Shawnee, thence South 89 degrees 46 feet 47 inches East, along the North lines of Lots 1 and 2, Block 10, and the Westerly extension thereof said MILL VALLEY SECOND PLAT, 204.81 feet to the Northeast corner of said Lot 2; thence North 72 degrees 29 feet 37 inches East along the North line of Lot 3, said Block 10, 49.27 feet to the Northeast corner of said Lot 3; thence North 53 degrees 11 feet 41 inches East, 138.22 feet to a point being the Northwest corner of Constance Street as established by said MILL VALLEY SECOND PLAT; thence South 74 degrees 37 feet 45 inches East along the North lines of said Constance Street and Lot 1, Block 9, said MILL VALLEY SECOND PLAT, 180.00 feet to the Northeast corner of said Lot 1, thence North 15 degrees 22 feet 15 inches East along the West line of Lot 2, said Block 9, and the Northerly extension thereof, 764.88 feet; thence North 43 degrees 41 feet 46 inches East, 168.33 feet to a point on the Northerly extension of the West right-of-way line of Charlotte Street as established by said MILL VALLEY SECOND PLAT; thence due North along said extension, 99.38 feet to a point on the North line of said Northwest Quarter of the Northwest Quarter also being the centerline of 63<sup>rd</sup> Street; thence North 89 degrees 47 feet 50 inches West along said North line of the Northwest Quarter of the Northwest Quarter, 437.94 feet to a point 417.42 East of the Northwest corner of said Northwest Quarter of the Northwest Quarter; thence South 00 degrees 01 feet 01 inches East, and parallel to the West line of said Northwest Quarter of the Northwest Quarter, 313.06 feet; thence North 89 degrees 47 feet 50 inches West, 417.42 feet to a point on the West line of said Northwest Quarter of the Northwest Quarter, also being the centerline of Lackman Road; thence South 00 degrees 01 feet 01 inches East along said West line of the Northwest**

**Quarter of the Northwest Quarter, 697.71 feet to the point of beginning, except the North 20 feet, and the West 20 feet thereof in existing street right-of-way.**

As well as a tract of land being part of Lot 1, Reghan Place, a recorded subdivision of land lying in the Northwest Quarter of Section 16, Township 12 South, Range 24 East of the Sixth Principal Meridian, in the City of Shawnee, Johnson County, Kansas, being more particularly described as follows:

**Commencing at the West-most Northwest corner of Lot 1, said point also being the Northwest corner of Lot 2, Reghan Place Second Plat, a recorded subdivision in the City of Shawnee, Johnson County, Kansas, said point also being on the now established East Right-of-Way line of Lackman Road; thence S 02°19'32" E along West line of said Lot 2, Reghan Place Second Plat, a distance of 139.97 feet to the Southwest corner of said Lot 2, Reghan Place Second Plat, said point also being the point of Beginning; thence N 87°40'28" E along South line of said Lot 2, Reghan Place Second Plat, a distance of 156.42 feet to the Northwest corner of Lot 4, Reghan Place Fourth Plat, a recorded subdivision in the City of Shawnee, Johnson County, Kansas; thence S 02°19'32" E along the West line of said Lot 4, Reghan Place Fourth Plat, a distance of 21.00 feet; thence along a curve to the left having an initial tangent bearing of S 02° 19'32" E, a radius of 165.00 feet, and an arc length of 22.36 feet; thence S 08° 58'14" E, a distance of 50.00 feet; thence along a curve to the right having an initial tangent bearing of S 08° 58'14" E, a radius of 175.00 feet, and an arc length of 73.70 feet; thence S 15° 09'35" W, a distance of 50.00 feet; thence along a curve to the left having an initial tangent bearing of S 15° 09'35" W, a radius of 175.00 feet, and an arc length of 140.88 feet; thence S 30° 57'57" E, a distance of 46.89 feet to a point on the North line of Lot 5, Reghan Place Fifth Plat, a recorded subdivision in the City of Shawnee, Johnson County, Kansas; thence S 59° 02'03" W along said North line of Lot 5, Reghan Place Fifth Plat, a distance of 3.32 feet; thence along a curve to the right having an initial tangent bearing of S 59° 02'03" W, a radius of 175.00 feet, and an arc length of 87.48 feet; thence S 87° 40'28" W, a distance of 90.79 feet to a point on the said East Right-of-Way line of Lackman Road; thence N 02° 19'32" W along said East Right-of-Way line of Lackman Road, a distance of 414.09 feet to the Point Of Beginning.**

**Containing 63,002.97 sq. ft. more or less.**

**Error of Closure: 1:642,738.88**

And desires to declare that the District shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the District submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in

the District, their heirs, successors and assigns, and shall inure to the benefit of each Dwelling Unit owner thereof.

## **Article II** **DEFINITIONS**

For purposes of these restrictions, the following words shall be defined as follows:

1. “**Association**” - shall mean and refer to the Reghan Place Homes Association.
2. “**The properties**” - shall mean and refer to all such existing properties within the District as are subject to this Declaration and any addition to the residential community known as Reghan Place.
3. “**Common Properties**” - shall mean and refer to the private roads, trails, and other open spaces to be held in the name of the Association and dedicated to the common use and enjoyment of all the owners and residents of the District.
4. “**Lot**” - shall mean and refer to any separately owned tract shown by the survey of the District but excepting the Common Properties.
5. “**Dwelling Unit**” - shall mean and refer to any portion of a building situated upon the properties within the District designated and intended for use and occupancy as a residence by a single family.
6. “**Owner**” - shall mean and refer to the record owner whether one or more person or entities of the fee simple title to any Dwelling Unit situated upon the District but shall not mean or refer to the mortgagee unless such mortgagee has acquired title pursuant to foreclosure or any proceeding instead of foreclosure.
7. “**Member**” - shall mean and refer to all those owners who are members of the Association.
8. “**Street**” - shall mean and refer to the private roads and rights of way therefor as shown on the survey of the District subject to easement for utilities and held by the Association for the use of the members, owners, residents, their families and guests, and of public officials while acting in such capacity.
9. “**Front Property Line**” - shall mean and refer to the property line of any tract abutting the right of way line of any street.
10. “**Outbuilding**” - shall mean and refer to an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

11. **“Party Wall”** – shall mean and refer to any wall which separate Dwelling Units within a structure so that the ownership thereof is divided.

**Article III**  
USE OF LOTS

No Lot shall be used for any purpose other than as the site of one private Dwelling Unit within a structure so that the ownership thereof is divided along a boundary which may lie within or across a structure and defined by the party wall which is erected on said boundary. No outbuildings shall be permitted to be built within any Lot in the District. All antennae, except those commonly used for television reception, shall be approved by the Association’s Board of Directors.

Furthermore, no Lot, nor any building erected thereon shall at any time be used for the purpose of any trade, business, manufacturing, or for public amusements, excluding home based businesses approved by the city or county. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

Section 1 – Declaration of Party Wall. The Association hereby declares that any wall which separates any Dwelling Unit from another Dwelling Unit under divergent ownership and located upon the above described real estate is, and shall be and remain a party wall, as generally defined and controlled by the common laws, subject to the specific requirements and conditions of this Declaration, which shall be binding upon and inure to the benefit of all subsequent owners of the real estate above described, by virtue of their ownership thereof, and shall run with the land.

Section 2 – Use of Party Wall. The owners shall, from the date of division of ownership by a party wall of separate units within a common structure, have the right to use the wall as a party wall jointly with each other.

Each owner shall have the right to use the party wall for the insertion or attachment of beams and other structural or finishing materials, or in any other lawful manner as a party wall for the benefit and support of the building now or subsequently constructed on the owner’s property, except as otherwise provided in this instrument. However, such use shall not in any way injure or impair any adjoining building or the property of the other owner and shall not impair the party wall benefits and support to which the adjoining building is entitled, unless the adjoining owner consents in writing to that use.

If any chutes, flues, ducts, conduits, wire, bearing walls, bearing columns, or any other apparatus lies partly within and partially outside of the party wall, any portion thereof constituting a structural component of the party wall or which serve both Dwelling Units adjoining the party wall, such chutes, flues, ducts, conduits, wire, bearing walls, bearing columns, or other apparatus shall be deemed a part of the party wall and subject to this Declaration.

Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains and lines, telephone wire and equipment, electrical conduits and wires and equipment, over, under, along and on any part of the party wall, so long as there is no compromise of the structural integrity of the party wall and no encroachment on the interior surface of the adjoining owner's Dwelling Unit. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding upon each owner, purchaser and other person having an interest in said land, or any part or portion hereof.

Section 3 – Additions or Extensions to Party Wall. No owner shall have the right to add to or extend the party wall in any direction, either horizontally or vertically, without the adjoining owner's prior written consent. Any addition or extension which is agreed to by the adjoining owner shall also not injure the adjoining building and shall not impair the party wall benefits and support to which the adjoining building is entitled. All additions or extensions shall comply with all requirements of the laws, ordinances, and regulations governing building construction and construction of party walls then in effect.

Any injury or damage to the adjoining property caused by, resulting from, or in any manner arising out of any addition or extension of the party wall shall be remedied at the sole expense of the owner making the addition or extension.

If the party wall is added or extended by either owner, each owner shall have the right to use the wall as so modified for any proper purposes for which the addition or extension may be made, to the full extent of the width, length, and height of the wall as modified or extended, and in the same manner as the owner is entitled under this Declaration to use the party wall as it exists on the date of the implementation of this Declaration or as first constructed.

Section 4 – Openings in the Party Wall. No owner shall make or provide openings in the wall of any structure whatever, without prior written consent of the adjoining owner.

Section 5 – Maintenance, Repair and Rebuilding of Party Wall. The party wall shall be maintained and kept in good repair at all times by both owners, and at a cost to be equally shared by both owners. Should the party wall be injured or destroyed by any act or omission of an owner, whether intentional or unintentional, the party wall shall be repaired or rebuilt at that owner's expense. Any repairing or rebuilding of the wall shall be of the same material or similar material, of the same quality, as that used in the original party wall or part of the party wall, unless otherwise agreed to by the adjoining owner. Should the party wall at any time while in use by both owners, as described in this Declaration, be injured or destroyed by any cause other than the act or omission of an owner, the party wall shall be repaired or rebuilt at a cost to be shared equally by both owners. The rights of the owners with respect to a new party wall shall be the same as their rights as set forth in this Declaration with respect to the original party wall.

Any owner who engages in construction or repair work as described in this Declaration shall have the right to enter onto the property of the other owner, to the extent that it may be reasonably necessary in connection with the work. When entering onto the property of the other owner, the owner shall take and observe due precautions and care to protect the property of the other owner.

Each owner of a Dwelling Unit shall promptly report to the owner of the adjoining Dwelling Unit any defect or need for repairs in the party wall which comes to his or her attention and for which the other owner is or may be responsible.

If any part of a Dwelling Unit which adjoins a party wall shall be damaged or destroyed by fire, storm or casualty, the same shall be reconstructed or repaired in the following manner:

- (a) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the building as the same was originally constructed or as the same was constructed immediately before the event of damage or destruction; or, if not, then in accordance with the plans and specifications approved by all the owners of Dwelling Units in the structure containing the damaged Dwelling Unit or units.
- (b) In the event of damage or destruction by casualty of the party wall, the unit's owner shall be responsible for reconstruction and repair of those parts of the party wall for which the responsibility of maintenance and repair is that of the unit owner.
- (c) No unit owner may obstruct such actions as are necessary or appropriate for repair or reconstruction of the party wall in conformity with the requirements of reconstruction or repair required by this Declaration.

Section 6 – Change in Exterior Appearance. No alteration of any nature whatsoever, including, without limitation, color of painting, color and type of siding, color and type of brick, color and texture of roof, decorating, lighting or any other change shall be made to the exterior of any Dwelling Unit or structure unless such work is done with written consent of all other owners of Dwelling Units in the structure and approval by the Association's Board of Directors.

No building material of any kind or character shall be placed or stored upon any Lot until the Owner is ready to commence improvements. Building materials shall be stored only within the property lines of the particular Lot involved.

Section 7 – Approval of Plans. Construction shall not commence on any dwelling or unit unless and until plans, architecture of structure, and party wall specifications have been first approved by the Association's Board of Directors.

Furthermore, no sign, building, fence, wall or other structure shall be commenced, erected or maintained upon any Dwelling Unit, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Association for approval in writing as to harmony of external design and location in relation to surrounding structures and topography. The Board of Directors of the Association may appoint an architectural review



committee to carry out the responsibilities of this approval. In the event the Board or designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 8 – Temporary Dwellings. No structure of a temporary nature and no trailer, mobile home, tent, garage, barn or other outbuilding shall at any time be permitted in any Lot. Playground equipment, not including trampolines which are not permitted, may be permitted with prior Board of Director’s written approval. Additionally, only one “For Sale” sign may be placed in an owner's yard. No unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the members and residents of any Dwelling Unit. No outside clothesline or other items detrimental to the appearance of the District shall be permitted. The personal property of any owner resident/tenant must be kept inside the Dwelling Unit or garage, except for patio furniture, grills/smokers, and other personal property commonly kept outside, which must nonetheless, be kept orderly, neat appearing and in good condition. Play equipment such as basketball goals and blow-up portable pools must be stored when not in use. No moveable or portable basketball goals are permitted on any street or common areas within the District. No personal property may be stored along the sides of any Dwelling Unit.

Under no circumstances shall any trees be removed without prior written consent and approval from the Board of Directors.

Section 9 – Trash and Nuisances. No trash, garbage, ashes, junk, junk cars, or other refuse or debris shall be thrown, dumped, or placed on any Lot, on the Streets, or the Common Properties, or be permitted to accumulate or remain on a Lot.

Trash shall be placed on the curb in approved containers no sooner than 5:00 pm the day before pickup and the container must then be removed on the day of pickup. Trash containers are to be kept in the back of the Dwelling Unit or in the garage of each Dwelling Unit.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10 – Livestock and Animals. No livestock, animals or poultry of any kind shall be kept on any of the Lots within the District, except for dogs, cats, or other household pets.

No pet (cat, dog, etc.) is allowed to roam freely in the community and is not allowed to leave its owner’s lot without being controlled by a leash. All owners, tenants and guests are responsible for cleaning up their pet(s) (cat or dog) waste in their own yard, in common areas and in other homeowner’s property immediately.

All owners, tenants and guests are required to ensure that their pets do not become a nuisance or a danger to neighbors. Excessive barking by dogs, allowing your pet to run freely onto other lots or common properties or throughout the District, or allowing your pet to use the lot of another homeowner are all considered a nuisance. The Board of Directors, or any aggrieved owner or tenants, may resort to providing governmental authorities with notice of a nuisance to deal with such violations.

Section 11 – Fences. In order to keep the “Open look” of the Subdivision, no fence, hedge, or other dividing instrumentality may be erected on any Lot.

Section 12 – Exterior Maintenance. Each Dwelling Unit owner shall maintain the exterior of his, her, or its Dwelling Unit, including, but not limited to, air-condition equipment, exterior entry and exit doors, ornamental facing, plate glass, and glazing, and adjacent areas in good repair and condition, clean and free of debris, at all times. Should any Dwelling Unit owner neglect or refuse to make any repairs reasonably required as maintenance to the Dwelling Unit, including repairs required to be made as a result of fire or other casualty, or refuse to clean the exterior of the Dwelling Unit or its adjacent grounds, after the giving of written notice from the Association’s Board of Directors, that specific items of cleaning, repairs or maintenance are needed and must be commenced within a specified period of not less than fifteen (15) days after the giving of such notice, the Association through its Board of Directors, may have such repairs or cleaning made at the expense of the owner of the affected Dwelling Unit and may assess the actual cost of such repairs or cleaning against the owner of the affected Dwelling Unit and as security for payment thereof shall have a lien against the affected Dwelling Unit enforceable in the same manner as a mechanics lien in favor of a contractor. Consent to the work necessary for the cleaning, repairs or maintenance specified in the written notice required by this Section shall be implied from the failure to commence work to remedy the defect asserted in the written notice required by this Section within the time stated in the notice.

There shall be no obligation on the part of the Association or any owner to make any of the repairs or cleaning allowed of it under this Section on a Dwelling Unit not owned by it, and neither the Association nor any owner shall be liable to any Dwelling Unit owner for any loss or damage caused by any failure of the Association or owners to make any repairs or cleaning allowed of it under this Section. No Dwelling Unit owner shall call the Association to make any maintenance, improvements, repairs or cleaning whatever to a Dwelling Unit, except as may be expressly agreed between the Association and the Dwelling Unit owner in a separate agreement.

Notwithstanding the provisions of this Section, in the event repairs or cleaning that the Association is allowed to make under this Section become immediately necessary in order to avoid possible injury or damage to persons or property, the Association shall be entitled to make such repairs or cleaning without giving the required notice. Each Dwelling Unit owner hereby grants such consent for entry in and upon his, her or its Dwelling Unit as may be necessary and proper for the Association to perform any repairs or cleaning allowed of it under this Section, and each owner hereby waives any and all damages for trespass or other tort, except for gross negligence.

Section 13 – Powers and Duties of the Association. The Association shall have the following powers and duties:

- (a) To provide trash removal, and landscaping services, as well as snow, ice removal, and roadway treatment when necessary to streets, sidewalks/stoops, and unoccupied driveways (when accumulation is over 3”), and
- (b) To repair or replace common use structures placed for common use, but not outbuildings, if not placed by the Association and designated for common use.

Section 14 – Specific Owner Duties and Responsibilities. In addition to any general obligations imposed on the owners of Dwelling Units by this Declaration or by law, each owner of a Dwelling Unit shall be obligated as to his, her, or its Dwelling Unit:

- (a) To paint exterior surfaces of individual dwelling units from time to time, in order to keep them in a neat, orderly and well-maintained appearance, including scrapping, power washing, or priming when necessary or appropriate; and
- (b) To maintain, repair and replace, if needed, decks, patios, sidewalks, driveways, and appurtenant to or constructed for the exclusive use of the occupiers of the Dwelling Unit; and
- (c) To make surface repairs to exterior surfaces of the Dwelling Unit prior to repainting, if needed, subject to approval of the Association’s Board of Directors, including replacement of siding, stucco or other exterior weatherproofing materials under the paint.

Section 15 – Lease/Rental of Reghan Place Homes.

- (a) No portion of an owner’s Dwelling Unit, other than the entire living unit, shall be rented.
- (b) The initial term of any lease or rental agreement shall not be for less than 6 months.
- (c) No Short-Term Rentals are allowed, examples including but not inclusive to Air B&B’s and VRBOs.
- (d) The residential Owner of the leased unit shall be responsible to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant and shall be responsible for any fine levied on the tenant for failure to comply with the Covenants and Restrictions, Bylaws, Rules and Regulations of the Association.
- (e) Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

Section 16 – Parking.

- (a) Owners, tenants and guests must park their vehicles in the garage, on the driveway, or in the common designated parking spaces. Curbside parking is only allowed when common parking spaces are full where the curbside is not painted red. Under no circumstances shall a vehicle (other than emergency vehicles) be allowed to park in the red painted curbside areas.

- (b) Vehicles must be parked fully in driveways, with no part of the vehicle shall be interfering with sidewalks or the street.
- (c) No vehicle shall be allowed to park on grassy areas on a lot or within common areas. All four (4) tires must be on the driveway with no part of any vehicle interfering with sidewalk and/or street traffic.
- (d) Unlicensed vehicles shall not be parked within the community, except in garages or on the driveway, and shall be subject to towing, at the expense of the owner. No cars, trucks, or any mechanical devices that are visually in need of repair shall be kept on any Lot or Development streets at any time or for any purpose, other than checking fluids and such emergency repairs as are necessary to move or tow the affected vehicle from the Lot and the Development.
- (e) Unauthorized vehicles or violators will be towed at the owner's expense. WARNING LETTERS WILL NOT BE SENT.
- (f) The following vehicles are to only be stored in the garages. Under no circumstances shall these be allowed curbside or in common designated parking spaces for more than 48 hours:
  - i. Boats,
  - ii. Trailers,
  - iii. Large Commercial vehicles,
  - iv. Golf carts, Dirt-bikes, and Four-wheelers,
  - v. Watercrafts,
  - vi. Motor homes, RVs and Campers
  - vii. Busses or Shuttles.

**Article IV**  
**STREETS AND COMMON PROPERTIES**

**Section 1 – Use.** Subject to the provisions of Section 4 of this Article, every member of the Association shall have a right and easement of enjoyment in and to the Common Properties, and any easement, if granted, shall be appurtenant to and shall pass with the title to every Dwelling Unit.

**Children's Playground:**

The Children's Playground is available **only** to Reghan Place property owners, their immediate family, their guests, and their tenants. **Those using the playground equipment do so at their own risk.** Children five years old and under must be accompanied by an adult (18 years or older). All trash shall be removed from the area.

**Section 2 – Title to the Streets and Maintenance Assessments.** The Association has and shall retain legal title to the Streets and rights of way thereof subject to any utility easements, to the reservation

and restrictions of record, and to the right of access thereto and use thereof by all duly constituted public officials while acting in such capacity.

The Association may levy assessments to the owners for maintenance of said private streets as follows: The assessment to each owner or member who shall own a Dwelling Unit adjoining such private street shall be required to pay a proportionate amount of the total cost of such maintenance corresponding to the percentage of such owner's front footage adjoining said Street divided by the total front footage of the Street maintained.

Section 3 – Title to Common Property. The Association has and shall retain legal title to the Common Properties subject to any utility easements, to the reservation and restrictions of record, and to the right of access thereto and use thereof by all duly constituted public officials while acting in such capacity.

Section 4 – Extent of Members Easements. The right and easements of enjoyment created hereby as to the Streets and Common Properties shall be subject to the following:

- (a) The right of the Association to assign or convey sewage, water, drainage, and other utility easements over, through or under all or any part of the Streets and Common Properties.
- (b) The right of the Association to dedicate or transfer all or any part of the Streets and Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided that no such dedication or transfer shall be effective unless an instrument signed by the members representing two-thirds of the eligible votes of the Association has been recorded agreeing to such dedication or transfer and unless written notice of the proposed agreement and action hereunder is sent to every member at least thirty (30) days in advance of the meeting of the Association at which any such action is taken.

Section 5 – Powers and Duties of the Association. The Association shall have the following powers and duties:

- (a) To generally maintain all common grounds to include basic landscaping such as mowing, trimming, blowing, and the annual application of Weed & Feed; and
- (b) To exercise control over such easements as it may acquire from time to time; and
- (c) To provide for the collection and disposal of rubbish and garbage, when adequate services of that type are not more readily available from the public source; and
- (d) To levy and collect the assessments which are provided for in this Declaration, and to expend the funds so collected for goods and services contracted for by the Association pursuant to this Declaration or Bylaws; and
- (e) To maintain and repair the private Streets within the District, exclusive of private driveways serving individual residences (except that the Association will repair or replace driveways which have been directly damaged by or in connection with sewer repairs); and

- (f) To maintain and repair the sanitary sewer service lines for all buildings within the District, and to ingress units and/or buildings within the District for the purposes of maintaining and repairing of sanitary sewer service lines; and
- (g) To provided for the plowing and removal of snow from non-residential sidewalks and streets, when such services are not provided by public sources, and to plow or remove snow in unoccupied driveways when the accumulation exceed three inches.

The Association shall have the following additional powers and duties which it may exercise and perform whenever in its discretion it may deem necessary or desirable, to wit:

- (a) To provide such lights as the Association may deem advisable on gateways, entrances or other features, and in other public or semi-public places, when such facilities are not more readily available from a public source, and to pay all utility bills and other bills for services so provided; and
- (b) To provide for the cleaning of streets, gutters, catch basins and sidewalks and for the repair and maintenance of storm sewers and appurtenance drainage facilities, when such services are not more readily available from a public source; and
- (c) To erect and maintain signs for the marking of streets, and safety signs for the protection of children and other persons, when such signs are not more readily available from a public source; and
- (d) To employ duly qualified peace officers for the purpose of providing such police protection as the Association may deem necessary or desirable in addition to that rendered by public authorities.

## Article V

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 – Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Dwelling Unit shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for performance of an obligation shall not be a member.

Section 2 – Voting Rights. Each member shall be entitled to one vote for each Dwelling Unit in which they hold interest required for the membership by Section 1 of this Article. When more than one person holds such interest or interests in any Dwelling Unit, all such person shall be members, and the vote for such Dwelling Unit shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to each such Dwelling Unit.

## Article VI

### ASSESSMENTS

Section 1 – Creation of Lien and Personal Obligation of Assessments. The owner of each Dwelling Unit by acceptance of a deed thereof, whether or not it shall be expressed in any such deed or other conveyance, hereby agrees to pay to the Association such annual assessments or charges for special

assessments for capital improvements as may be fixed, established and construed from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collecting thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due.

Section 2 – Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the District and particularly for the maintenance, snow removal, mowing, repair of streets and rights of way, the care and preservation of open spaces on the Common Properties, payment of taxes and insurance thereon, management fees and expenses of administration, the providing of trash and garbage collection, the providing of security services, and any other general obligations and care for the general upkeep of the common areas.

Section 3 – Basic and Maximum of Annual Assessments. The initial annual assessment pursuant to this Declaration shall be \$2,400.00 for each of the following Dwelling Units:

**Dwelling Units A**

14903, 14905, 14907 W 64th Street  
14908, 14910, 14912 W 64th Street  
14916, 14918, 14920 W 64th Street  
14923, 14925 W 64th Terrace  
14929, 14931 W 64th Terrace  
6302, 6304, 6306 Darnell Street  
6310, 6312, 6314 Darnell Street  
6401, 6403, 6405 Constance Street  
6407, 6409, 6411 Constance Street

And

Shall be \$1,560.00 for each of the following Dwelling Units:

**Dwelling Units B**

15002, 15004, 15006 W 64th Terrace  
6303, 6305, 6307 Darnell Street  
6329, 6331, 6333 Darnell Street  
6321, 6323, 6325 Darnell Street  
6401, 6403, 6405 Darnell Street  
14922, 14924, 14926 W 64th Terrace

15001,15003,15005 W 64th Street  
6406,6408,6410 Constance Street  
6311, 6313, 6315 Darnell Street  
6409, 6411, 6413 Darnell Street  
14913, 14915, 14917 W 64th Terrace  
6412, 6414, 6416 Constance Street  
14905, 14907, 14909 W 64th Terrace  
14900, 14902, 14904 W 64th Street  
6318, 6320, 6322 Darnell Street  
14914, 14916, 14918 W 64th Terrace  
6408, 6410, 6412 Darnell Street

Said amounts to be used by the Association in accordance with Section 2 of this Article.

The annual assessment shall thereafter be set by a vote of the members as hereinafter provided. Assessments are to be paid in equal quarterly installments in advance. 1st Quarter will be due by December 31st of the previous year, 2nd Quarter will be due by March 31st, 3rd Quarter will be due by June 30th and 4th Quarter will be due by September 30th.

Section 4 – Special Assessments for Capital Improvements and Sewage Treatment Plant. In addition to the annual assessment authorized by Section 3 hereof, at any time the Association, through its Board of Directors, may levy in any assessment year, a special assessment applicable to that year only, for the purpose of deferring in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Streets or the Common Properties, including the necessary fixtures and personal property related thereto. Provided, that any such assessment shall have the assent of two-thirds of the votes of members voting in person or by proxy at any meeting duly called and properly held for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance, such notice setting forth the purpose of the meeting.

Section 5 – Amount of Annual Assessment. Subject to the limitations of Section 3 hereof, the Association may establish annual assessments as needed for current maintenance costs and needs of the Association. The annual assessments shall be established at any meeting of the Association duly called for this purpose with written notice to all members at least thirty (30) days in advance, said notice setting forth the purpose of the meeting. Furthermore, the assessments shall be established only by a two-thirds of the votes of those members who are voting in person or by proxy at the meeting.

Section 6 – Quorum for Any Action Authorized Under Sections 3, 4, and 5 of this Article relating to Assessments. The quorum required for any action relating to assessments a covered by Sections 3, 4, and 5 of this Article shall be as follows:



- (a) At the first meeting called for the purpose, the presence at the meeting of members or of proxies entitled to cast sixty (60%) percent of all votes of the membership shall constitute a quorum.
- (b) If the required quorum is not present at the first meeting, another meeting may be called subject to the notice requirements set forth in this Article and the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting and so on until a quorum is achieved.

Section 7 – Date of Commencement of Assessments. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association. The first annual assessment approved herein shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8 – Board of Directors and Officers, Duties. The Association shall be governed by a Board of Directors elected by the members. The directors shall elect a president, vice-president, secretary, and treasurer. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Dwelling Unit for each assessment period at least thirty (30) days in advance of such date or period and shall at the time prepare a roster of the District and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every dwelling owner subject thereto. The Association shall upon demand at any time furnish to any owner liable for such assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9 – Effect of Non-Payment of Assessment: Lien; Remedies of the Association. If the assessments are not paid on the date when due as set by the Board of Directors, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection, if allowed by law, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees personal representatives and assigns. A personal obligation of the then owner, to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclosure a lien against the property and there shall be added to the amount of such assessment, the costs or preparing and filing a complaint in such action if allowed by the law and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and any reasonable attorney's fees if allowed by law, together with the costs of the action.

Section 10 – Subordination of Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the Dwelling Unit subject to assessment, provided however that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11 – Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the municipal authority and devoted to the public use; (b) all Streets and Common Properties as otherwise defined herein, notwithstanding any provisions herein, no land or improvements devoted to a dwelling use shall be exempt from such assessments, charges or liens.

## **Article VII** INSURANCE

Each of the owners whose Dwelling Unit is subject to this Declaration shall obtain insurance coverage at his or her own expense upon his or her unit, the furnishing and fixtures therein, upon his or her personal property and for his or her personal liability and relocation expenses. Each of the owners whose Dwelling Unit is subject to this Declaration shall be required to purchase and maintain casualty insurance upon his or her unit in an amount not less than the maximum insurable replacement value of the unit, excluding foundation and excavation costs, which coverage will afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

## **Article VIII** GENERAL PROVISIONS

Section 1 – Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by the owners of any Dwelling Unit subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for the term of twenty (20) years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of two-thirds of the Dwelling Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every owner at least sixty (60) days in advance of any action taken.

